

ACCOUNT FILING COVER SHEET

**A** 97000000057

ACCOUNT NUMBER: PCA000000005

REFERENCE:  
(Sub Account) 2026764

DATE: 1-30

REQUESTOR NAME: Lexis Document Services

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) (\_\_\_\_) ext (\_\_\_\_)

CONTACT NAME: \_\_\_\_\_

CORPORATION NAME: Goldsmith, Agio, Helms & Lynner, Ltd  
into Goldsmith, Agio, Helms & Lynner, LLC

DOCUMENT NUMBER:  
(if applicable) \_\_\_\_\_

AUTHORIZATION: Cynthia J. Woodyard

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☐ CERTIFIED COPY (1-9)  
☒ CERTIFICATE OF STATUS (1-9)  
☒ PLAIN STAMPED COPY

( ) Call When Ready ( ) Call if Problem ( ) After 4:00  
( ) Walk In ( ) Will Wait ( ) Pick Up  
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TALLAHASSEE FLORIDA

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77 90

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

GOLDSMITH, AGIO, HELMS & LYNNER, LTD. a Florida partnership  
A97000000057

INTO

**GOLDSMITH, AGIO, HELMS & LYNNER, LLC,** entity not qualified in Florida.

File date: January 30, 2001

Corporate Specialist: Lee Rivers

Account number: FCA000000005

Amount charged: 77.50

## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Goldsmith, Agio, Helms & Lynner, Ltd. 601 Second Avenue, 46th Floor Minneapolis, MN 55402	Florida	limited partnership
Florida Document/Registration Number: A97000000057		FEI Number: 41-1885411
2. Goldsmith, Agio, Helms & Lynner, LLC 601 Second Avenue, 46th Floor Minneapolis, MN 55402	Delaware	limited liability company
Florida Document/Registration Number: N/A		FEI Number: 41-1992659
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

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(Attach additional sheet(s) if necessary)

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Goldsmith, Agio, Helms & Lynner, LLC 601 Second Avenue, 46th Floor Minneapolis, MN 55402	Delaware	limited liability company
Florida Document/Registration Number: <u>N/A</u>		FEI Number: <u>41-1992659</u>

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes. **SEE PLAN OF MERGER ATTACHED HERETO AND INCORPORATED HEREIN.**

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.


**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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**X** The date the Articles of Merger are filed with Florida Department of State

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

**ELEVENTH: SIGNATURE(S) FOR EACH PARTY:**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Goldsmith, Agio, Helms & Lynner, Ltd.		Jack P. Helms

Goldsmith, Agio, Helms  
& Lynner, LLC

Signature(s)

*Jackie Wilson*

*Jackie Wilson*

Jack P. Helms

Jack P. Helms

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*(Attach additional sheet(s) if necessary)*

## PLAN AND AGREEMENT OF MERGER

\* \* \* \* \*

This Plan and Agreement of Merger is made and entered into this 1st day of December, 2000 by and between Goldsmith, Agio, Helms & Lynner, Ltd., a Florida limited partnership (the "**Terminating Entity**") and Goldsmith, Agio, Helms & Lynner, LLC, a Delaware limited liability company ("**Surviving Entity**"), (said companies may hereinafter be referred to collectively as the "**Constituent Entities**").

### RECITALS:

A. The Terminating Entity is a limited partnership duly organized and existing under the laws of the State of Florida.

B. The Surviving Entity is a limited liability company duly organized and existing under the laws of the State of Delaware.

C. The Terminating Entity hereby merges itself with and into the Surviving Entity, which shall be the entity surviving this Merger (as defined below).

D. The name of the Surviving Entity shall be Goldsmith, Agio, Helms & Lynner, LLC, a Delaware limited liability company.

E. The respective partners and members of the Constituent Entities have determined that it is advisable that the Terminating Entity should be merged with and into the Surviving Entity on the terms and conditions hereinafter set forth, and have approved the Merger by unanimous written consents dated Dec. 29, 2000.

### AGREEMENT:

**NOW THEREFORE**, in consideration of the premises and of the agreements, covenants, and conditions hereinafter set forth and for the purpose of fixing and declaring the terms and conditions upon which the Constituent Entities are to be merged, and such other details or provisions as are deemed necessary or desirable, the Constituent Entities hereby agree as follows:

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## ARTICLE I

1.1 On the "Effective Date" (as defined in Section 1.2 below), the Terminating Entity shall be merged with and into the Surviving Entity (such merger being herein referred to as the "Merger"). Upon effectiveness of the Merger, the separate existence of the Terminating Entity shall cease and the Surviving Entity shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a limited liability company organized under the Limited Liability Company Act of the State of Delaware, as amended (the "Act").

1.2 The Merger shall become effective on December 1, 2000 (the "Effective Date").

## ARTICLE II

2.1 The Certificate of Formation of the Surviving Entity in effect immediately prior to the Effective Date shall be and remain the Certificate of Formation of the Surviving Entity until the same shall be further altered or amended.

2.2 The Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Date shall be and remain the Operating Agreement of the Surviving Entity until the same shall be altered, amended or repealed.

2.3 The managing member and officers of the Surviving Entity in office on the Effective Date shall continue in office and shall constitute the managing member and officers of the Surviving Entity for the term elected until their respective successors shall be elected or appointed and shall have qualified.

## ARTICLE III

3.1 Immediately upon the Effective Date without limiting the force and effect of any applicable provisions of the Act or the Partnership Laws of Florida (the "LP Act") with respect to the legal effect of the Merger, all the real and personal property, rights and interest, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Entity, whether tangible or intangible shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and the Terminating Entity shall be as effectively the property of the Surviving Entity. The Terminating Entity and its partners hereby agree from time to time as and when requested by the Surviving Entity or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, title to and possession of any and all property of the Terminating Entity and otherwise to carry out all the intents and purposes hereof. The proper members and partners of the Constituent Entities are hereby fully authorized in the name and on behalf of the Constituent Entities, respectively, to take any and all such actions.

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3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Act or the LP Act with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Entity is a party shall be automatically assumed by the Surviving Entity.

3.3 The Surviving Entity shall be responsible and liable for all liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Entity may be substituted in the place of the Terminating Entity, and neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the Merger. The Surviving Entity shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the Terminating Entity.

#### ARTICLE IV

The manner and basis of converting the partnership interests of the Terminating Entity into membership units of the Surviving Entity shall be as follows:

4.1 Each issued and outstanding membership unit of the Surviving Entity, issued and outstanding immediately prior to the Effective Date shall be canceled on the Effective Date, and no payment shall be made with respect thereto.

4.2 Each of the Terminating Entity's partnership interests, which interests represent all of the issued and outstanding partnership interests of the Terminating Entity immediately prior to the Effective Date shall be changed and converted, without any action on the part of the holder thereof, into an equal number of fully paid and non-assessable membership units of the Surviving Entity.

4.3 Each owner of an outstanding certificate or certificates, if any, which prior to the Effective Date represented partnership interests of the Terminating Entity shall be entitled, upon surrender of such certificate or certificates, if any, to the Surviving Entity, to receive in exchange therefor a certificate or certificates representing the number of membership units of the Surviving Entity into which the partnership interests of the Terminating Entity theretofore represented by the surrendered certificate or certificates shall have been changed and converted as herein provided. Until so surrendered, the outstanding certificates, if any, which had represented partnership interests of the Terminating Entity shall be deemed and treated for all corporate purposes to represent the ownership of shares of the Surviving Entity as though said surrender and exchange had taken place.

#### ARTICLE V

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The Surviving Entity shall pay all expenses incurred in connection with the Merger.

#### ARTICLE VI

Each of the Constituent Entities shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the Act or the LP Act to consummate and make effective the Merger, subject however to the appropriate consent of the partners or members, of each of the Constituent Entities in accordance with the requirements of the applicable provisions of the Act or the LP Act.

#### ARTICLE VII

This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

#### ARTICLE VIII

Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned by either of the Constituent Entities at any time prior to the date of filing the required Certificate of Merger.

#### ARTICLE IX

This Plan and Agreement of Merger is on file at the principal place of business of the Surviving Entity, the address of which is First Bank Place, 46<sup>th</sup> Floor, 601 Second Avenue South, Minneapolis, Minnesota 55402. A copy of the Agreement will be furnished by the surviving entity, on request and without cost, to any member of the surviving entity or any number of the terminating entity.

**Remainder of Page Intentionally Left Blank.  
Signature Page Follows.**

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