

A 97 000000 581

Attorneys at Law

SIMS MOSS KLINE & DAVIS LLP

A Limited Liability Partnership

GILBERT H. DAVIS

Direct Dial: (770) 481-7205

E-mail: ghddavis@smkdllaw.com

Suite 310

400 Northpark Town Center

1000 Abernathy Road, N.E.

Atlanta, Georgia 30328

Telephone: (770) 481-7200

Facsimile: (770) 481-7210

October 29, 1998

VIA FEDERAL EXPRESS

Secretary of State

Division of Corporations, Amendment Section

409 E. Gaines Street

Tallahassee, Florida 32399

200002676702--8
-10/30/98--01047--006
*****78.75 *****78.75

Re: Articles of Merger and Agreement and Plan of Merger for Leder Capital Partners,
L.P.

Ladies and Gentlemen:

200002676702--8
-11/05/98--01032--001
*****78.75 *****78.75

Enclosed please find the following:

- 1) Articles of Merger (with Agreement and Plan of Merger as Appendix A); and
- 2) A check in the amount of \$78.75 (includes \$8.75 for certified copy) made payable to "Secretary of State."

If you need any additional information or monies, please do not hesitate to contact the undersigned at (770) 481-7205.

Very truly yours,

SIMS MOSS KLINE & DAVIS LLP

By:

(Signature)
Gilbert H. Davis

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 NOV -4 PM 2:29

Name	11/2/98
Availability	acc-
Document	
Examined	GHD/arg DCC
Update	Enclosures
Update	cc: Sean M. Leder
Verityer	
Ackno.	HGHG-CLINTS\LEDC10062\Correspondence\FL-Sec of State-Articles Merger.wpd
W. P. Verityer	DCC

C. TAX _____
FILING 38.00
R. AGENCY FEE _____
C. () 43.75
T.D. _____
N. LARK _____
BALANCE DUE _____
REFUND _____

Attorneys at Law

SIMS MOSS KLINE & DAVIS LLP

A Limited Liability Partnership

GILBERT H. DAVIS

Direct Dial: (770) 481-7205

E-mail: ghdavis@smkdllaw.com

Suite 310

400 Northpark Town Center

1000 Abernathy Road, N.E.

Atlanta, Georgia 30328

Telephone: (770) 481-7200

Facsimile: (770) 481-7210

November 3, 1998

VIA FEDERAL EXPRESS

Secretary of State

Division of Corporations, Amendment Section

409 E. Gaines Street

Tallahassee, Florida 32399

Attention: Diane Cushing

Re: Additional Check for Articles of Merger and Agreement and Plan of
Merger for Leder Capital Partners, L.P.

Dear Ms. Cushing:


Per our telephone conversation on November 2, 1998, enclosed please find another check for \$78.75 for the Articles of Merger and Agreement and Plan of Merger for Leder Capital Partners, L.P.

If you need any additional information or monies, please do not hesitate to contact the undersigned at (770) 481-7200.

Very truly yours,

SIMS MOSS KLINE & DAVIS LLP

By:



Alyson R. Gruber
Legal Assistant

/arg

Enclosures

cc: Sean M.Leder

ARTICLES OF MERGER
Merger Sheet

MERGING:

LEDER CAPITAL PARTNERS, LIMITED PARTNERSHIP (A97000000581)

INTO

LEDER CAPITAL PARTNERS, L.P., A DELAWARE LIMITED PARTNERSHIP.
entity not qualified in Florida

File date: November 4, 1998

Corporate Specialist: Diane Cushing

Articles of Merger
of
Leder Capital Partners, Limited Partnership A97000000581
(a Florida limited partnership)
Into and With
Leder Capital Partners, L.P.
(a Delaware limited partnership)

Pursuant to the provisions of Section 620.203 of the Florida Revised Uniform Limited Partnership Act (the "Act"), Leder Capital Partners, L.P., a limited partnership organized and existing under the laws of the State of Delaware ("Surviving Entity"), and Leder Capital Partners, Limited Partnership, a limited partnership organized and existing under the laws of the State of Florida ("Merging Entity"), hereby execute and deliver for filing to the Department of State of the State of Florida the following Articles of Merger:

1. The Agreement and Plan of Merger providing for the merger of the Merging Entity into and with the Surviving Entity ("Merger") is set forth as Appendix A to these Articles of Merger.

2. The Agreement and Plan of Merger has been approved by the Merging Entity in accordance with the applicable provisions of chapter 620 of the Florida Statutes and its partnership agreement.

3. The Agreement and Plan of Merger has been approved by the Surviving Entity in accordance with the laws of the State of Delaware, the jurisdiction under which Surviving Entity is organized, and which laws permit the Merger.

4. The Merger shall be effective at 12:01 A.M. on November 15, 1998.

5. The address of the principal office of the Surviving Entity is:

Leder Capital Partners, L.P.
c/o Sims Moss Kline & Davis LLP
400 Northpark Town Center, Suite 310
1000 Abernathy Road, N.E.
Atlanta, Georgia 30328

6. The Surviving Entity hereby appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting partners of the Merging Entity.

7. The Surviving Entity has agreed to promptly pay to the dissenting partners of the Merging Entity the amount, if any, to which they are entitled under Section 620.205 of the Act.

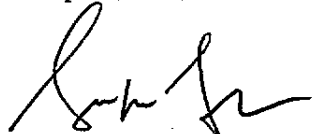
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 NOV -4 PM 2:29

IN WITNESS WHEREOF, each of the undersigned limited partnerships has caused these Articles of Merger to be executed in its name as of the ____ day of October, 1998.

LEDER CAPITAL PARTNERS, L.P.
(a Delaware limited partnership)

By: Leder Capital Management, L.P.,
General Partner

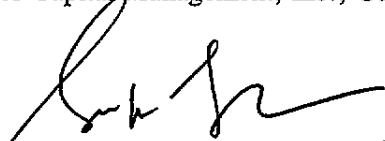
By: Leder Capital, Inc., General Partner

By: 
Sean M. Leder, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 NOV -4 PM 2:29

LEDER CAPITAL PARTNERS, LIMITED PARTNERSHIP
(a Florida limited partnership)

By: Leder Capital Management, Inc., General Partner

By: 
Sean M. Leder, President

Appendix A

**Agreement and Plan of Merger
of
Leder Capital Partners, Limited Partnership
(a Florida limited partnership)
Into and with
Leder Capital Partners, L.P.
(a Delaware limited partnership)**

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 NOV -4 PM 2:29

Pursuant to this Agreement and Plan of Merger ("Plan of Merger"), Leder Capital Partners, Limited Partnership, a limited partnership organized and existing under the laws of the State of Florida ("Merging Entity"), shall be merged into and with Leder Capital Partners, L.P., a limited partnership organized and existing under the laws of the State of Delaware ("Surviving Entity").

ARTICLE ONE **DEFINITIONS**

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

1.1 "Articles of Merger" shall mean the Certificate of Merger and the Articles of Merger to be executed by Surviving Entity and Merging Entity and filed with the Secretary of State of the State of Delaware and the Department of State of Florida, respectively, relating to the merger of Merging Entity into and with Surviving Entity as contemplated by Section 2.1 of this Plan of Merger.

1.2 "Effective Time" shall mean the date and time on which the Merger becomes effective pursuant to the laws of the State of Delaware, as defined in Section 2.2 of this Plan of Merger.

1.3 "Merging Entity Interests" shall mean the general and limited partnership interests of Merging Entity.

1.4 "Merger" shall refer to the merger of Merging Entity into and with Surviving Entity as provided in Section 2.1 of this Plan of Merger.

1.5 "Surviving Entity Interests" shall mean the general and limited partnership interests of Surviving Entity.

ARTICLE TWO **TERMS OF MERGER**

2.1 **Merger.** Subject to the terms and conditions set forth in this Plan of Merger, at the Effective Time, Merging Entity shall be merged into and with Surviving Entity pursuant to Section 17-211 of the Delaware Limited Partnership Act (the "Delaware Act") and Section 620.201 of the Florida Revised Uniform Limited Partnership Act (the "Florida Act"). Surviving Entity shall be the surviving limited partnership resulting from the Merger and shall continue to be governed by the laws of the State of Delaware. Upon consummation of the Merger, the name of the Surviving Entity shall continue to be "Leder Capital Partners, L.P." At the Effective Time, the separate existence and organization of Merging Entity shall cease, and Surviving Entity shall succeed to and shall have all the rights, privileges, immunities and powers of both Merging Entity and Surviving Entity. Surviving Entity shall thereupon and thereafter possess all the rights, privileges, powers, immunities and franchises of a public as well as a private nature, of both Surviving Entity and Merging Entity. All property, real, personal and mixed, and all debts due on

whatever account, including without limiting the generality of the foregoing, shares or subscriptions for shares, all other choses in action, and all and every other interest of or belonging to or due Surviving Entity or Merging Entity shall be taken or deemed to be transferred to or vested in Surviving Entity without further act or deed, and the title to any real estate or interest therein vested in either Surviving Entity or Merging Entity shall not revert or be in any way impaired by reason of the Merger. Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of Merging Entity, and any claim existing or action or proceeding pending by or against Merging Entity may be prosecuted as if the Merger had not taken place, with all rights and obligations of Merging Entity passing to Surviving Entity by operation of law. Neither the rights of creditors nor any liens upon the property of Merging Entity shall be impaired by the Merger.

2.2 Effective Time. The Merger shall be effective at 12:01 A.M. on November 15, 1998.

2.3 Certificate of Limited Partnership. The Certificate of Limited Partnership of Surviving Entity, as in effect at the Effective Time, shall continue in full force and effect following the Effective Time as the Certificate of Limited Partnership of the Surviving Entity until otherwise amended or repealed as provided by law, by such Certificate of Limited Partnership.

2.4 Partnership Agreement. The Agreement of Limited Partnership of Surviving Entity, as in effect at the Effective Time, shall continue in full force and effect as the Agreement of Limited Partnership of the Surviving Entity until otherwise amended or repealed as provided by law or by such Agreement of Limited Partnership.

2.5 Certificate of Cancellation. The Articles of Merger filed with the Department of State of the State of Florida shall serve as a certificate of cancellation with respect to the Merging Entity effective at the Effective Time.

2.6 General Partner of Surviving Entity. The name and business address of the general partner of the Surviving Entity are:

Leder Capital Management, L.P.
(a Delaware limited partnership)
c/o SMKD Fund Administration, LLC
400 Northpark Town Center, Suite 310
1000 Abernathy Road, N.E.
Atlanta, Georgia 30328

The general partner of the Surviving Entity's general partner is Leder Capital, Inc., a Delaware corporation with the same business address as Leder Capital Management, L.P.

ARTICLE THREE **MANNER OF CONVERTING INTERESTS**

All of the Surviving Entity Interests of the general and limited partners of the Surviving Entity issued and outstanding on the Effective Time shall remain issued and outstanding after the Effective Time and shall be unaffected by the Merger. The manner and basis of converting the Merging Entity Interests upon consummation of the Merger shall be as follows:

3.1 Merging Entity Interest. Each Merging Entity Interest of the general and limited partners of the Merging Entity (except as regards any such limited partner who dissents as permitted by Section 3.2 below) issued and outstanding at the Effective Time shall, as of the Effective Time, automatically by virtue of the Merger and without any action on the part of the respective partner, be converted into and exchanged for a limited partnership Surviving Entity Interest with the same capital account balance that the Merging Entity partner had in the Merging Entity. Any and all management fees payable regarding Merging Entity Interests and Surviving Entity Interests with

respect to fourth quarter of 1998 shall be payable only once and as regards the Surviving Entity only, and all incentive allocations shall be calculated as though the Merging Entity and Surviving Entity had been a single entity at all times.

3.2 Dissenting Limited Partners. Any Merging Entity limited partner who does not vote to approve or consent to the Merger and who complies with the provisions of Section 620.605 of the Florida Act shall be entitled to receive the fair value of their Merging Entity Interest in cash as determined pursuant to such provision of law; provided, however, that no such payment shall be made to any dissenting limited partner unless and until such dissenting limited partner has complied with the applicable provisions of the Florida Act. In the event that after the Effective Time a dissenting limited partner of Merging Entity fails to perfect, or effectively withdraws or loses, his right to appraisal and of payment for his Merging Entity Interest, the respective Merging Entity Interest shall be converted into a limited partnership Surviving Entity Interest as provided in Section 3.1 of this Plan of Merger. The Surviving Entity agrees to promptly pay to any dissenting partners of the Merging Entity the amount, if any, to which they are entitled under Section 620.205 of the Act, and hereby appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting partners of the Merging Entity.

ARTICLE FOUR **MISCELLANEOUS**

4.1 Conditions Precedent. Consummation of the Merger is conditioned upon the approval of the limited partners of Merging Entity as provided in Section 620.202 of the Florida Act.

4.2 Termination. This Plan of Merger may be terminated at any time prior to the Effective Time by the general partner of the Surviving Entity.

4.3 Amendments. To the extent permitted by law, this Plan of Merger may be amended upon the approval of the general partner of each of the parties hereto; provided, however, that the provisions of Article Three of this Plan of Merger relating to the manner or basis in which the Merging Entity Interests will be converted into Surviving Entity Interests shall not be amended after approval of this Plan of Merger by the limited partners of Merging Entity without the approval of such limited partners.

4.4 Tax Effect. For purposes of 26 U.S.C. § 708 and § 1.708-1(b)(2)(i) of the Regulations thereunder, the Merging Entity shall be considered the continuing partnership.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby approved by the respective general partners of Leder Capital Partners, Limited Partnership, and Leder Capital Partners, L.P., and is executed and delivered on behalf of each of such limited partnerships by the duly authorized officers of the respective general partners as of the 28th day of September, 1998.

LEDER CAPITAL PARTNERS, L.P.
(a Delaware limited partnership)

By: Leder Capital Management, L.P.,
General Partner

By: Leder Capital, Inc., General Partner

By: /s/ Sean M. Leder
Sean M. Leder, President

LEDER CAPITAL PARTNERS, LIMITED PARTNERSHIP
(a Florida limited partnership)

By: Leder Capital Management, Inc., General Partner

By: \s\ Sean M. Leder
Sean M. Leder President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 NOV -4 PM 2:29