



THE UNITED STATES
CORPORATION
COMPANY

A99000002139

ACCOUNT NO. : 072100000032

REFERENCE : 555092 11758A

AUTHORIZATION :

COST LIMIT :

\$ 11758A

FILED
01 DEC 31 PM 3:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : December 28, 2001

ORDER TIME : 11:31 AM

ORDER NO. : 555092-005

CUSTOMER NO: 11758A

000004742790--1

CUSTOMER: Jeffrey S. Wachs, Esq
Doumar Allsworth Curtis Cross
1177 Southeast Third Avenue

12 with page

DK

Fort Lauderdale, FL 33316

ARTICLES OF MERGER

THE BEGELMAN FAMILY LIMITED
PARTNERSHIP

INTO

THE BEGELMAN FAMILY LIMITED
PARTNERSHIP

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DIVISION OF CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

RESUBMIT

Please give original
submission date as file date.

December 28, 2001

DEBORAH SCHRODER
CSC
TALLAHASSEE, FL

SUBJECT: THE BEGELMAN FAMILY LIMITED PARTNERSHIP
Ref. Number: A99000002139

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TALLAHASSEE, FLORIDA

We have received your document for THE BEGELMAN FAMILY LIMITED PARTNERSHIP and the authorization to debit your account in the amount of \$113.75. However, the document has not been filed and is being returned for the following:

The articles of merger must reflect the merger is permitted under the respective laws of all applicable jurisdictions.

The articles of merger must reflect the merger 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.

The plan of merger must contain the name(s) and address(es) of the general partner(s) of the surviving entity.

The articles of merger must reflect that the surviving entity 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.

The articles of merger must reflect that 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.

Please also include the street address of the survivor's principal office in its homestate.

AND PLEASE NOTE THAT the total amount required to file this merger and to obtain a certified copy of the merger will be \$157.50.

Please return your document, along with a copy of this letter, within 60 days or

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TALLAHASSEE, FLORIDA

your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call
(850) 245-6914.

Buck Kohr
Corporate Specialist

Letter Number: 001A00067509

ARTICLES OF MERGER
Merger Sheet

MERGING:

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TALLAHASSEE, FLORIDA

THE BEGELMAN FAMILY LIMITED PARTNERSHIP (A99000002139), A FLA.
L.P.

INTO

THE BEGELMAN FAMILY LIMITED PARTNERSHIP. a Wyoming entity not
qualified in Florida

File date: December 31, 2001

Corporate Specialist: Buck Kohr

Account number: 072100000032

Amount charged: 157.50

ARTICLES OF MERGER
OF
THE BEGELMAN FAMILY LIMITED PARTNERSHIP
(a Florida Limited Partnership)
INTO
THE BEGELMAN FAMILY LIMITED PARTNERSHIP
(a Wyoming Limited Partnership)

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TALLAHASSEE, FLORIDA

The undersigned duly general partners of THE BEGELMAN FAMILY LIMITED PARTNERSHIP (a Florida Limited Partnership) and THE BEGELMAN FAMILY LIMITED PARTNERSHIP (a Wyoming Limited Partnership), hereby file these Articles of Merger in order to effect a merger under the laws of the State of Florida.

ARTICLE I
MERGER

THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, (referred to hereinafter as the "Merged Limited Partnership") shall be merged with and into THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Wyoming Limited Partnership, (referred to hereinafter as the "Surviving Limited Partnership"), in accordance with the terms and conditions set forth in the AGREEMENT AND PLAN OF MERGER duly adopted by the general partners of the limited partnerships and approved by the limited partners in accordance with the provisions of the Florida Uniform Limited Partnership Act as well as the Wyoming Domestic Limited Partnership Act. The limited partnership existence of the Merged Limited Partnership shall cease on the Effective Time of the merger. THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Wyoming Limited Partnership, will continue in existence as the Surviving Limited Partnership after the Effective Time of the merger. Such merger is permitted under the respective laws of both the State of Wyoming and the State of Florida. The address of the surviving Limited Partnership is 400 Moulton Loop, Jackson, Wyoming 83001.

ARTICLE II
PARTNERS' APPROVAL

THE AGREEMENT AND PLAN OF MERGER was approved by consent in writing signed by the general partners of the Merged Limited Partnership and the Surviving Limited Partnership pursuant to the provisions of Sections 620.203 of the Florida Uniform Limited Partnership Act. Articles of Merger are not prohibited by the Certificate of Limited Partnership and the Limited Partnership Agreement of either party. The Surviving Limited Partnership appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes involving any proceeding to enforce any obligation or rights of any dissenting limited partners that is a party to the merger and that the Surviving Limited Partnership needs to pay any dissenting partners the amount, if any, to which they are entitled under Sections 647.1302, 620.205, and/or 608.4384 Florida Statutes.

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ARTICLE III
PLAN OF MERGER

The Plan of Merger is attached hereto as Exhibit "A".

ARTICLE IV
EFFECTIVE DATE AND TIME

The merger contemplated herein shall become effective as of December 31, 2001.

IN WITNESS WHEREOF, the undersigned general partners have hereunto set their hands this 6 day of December, 2001.

THE BEGELMAN FAMILY LIMITED
PARTNERSHIP, a Wyoming Limited
Partnership

THE BEGELMAN FAMILY LIMITED
PARTNERSHIP, a Florida Limited
Partnership

By: 

KENNETH M. BEGELMAN,
General Partner

By: 

KENNETH M. BEGELMAN,
General Partner

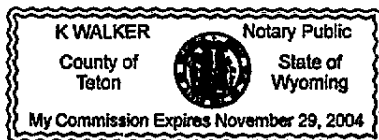
STATE OF WYOMING)

COUNTY OF Teton)

SS:

BEFORE ME, the undersigned officer, personally appeared KENNETH M. BEGELMAN, the President of THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Wyoming Limited Partnership, and THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, who is personally known to me and be the individual described in and who executed the foregoing instrument, or who produced WY DL 107574-329 as identification, and who did/did not take an oath, and he acknowledged to and before me that he executed said instrument in the capacity and for purpose therein expressed.

WITNESS my hand and official seal, this 6 day of DECEMBER, 2001.



K Walker
Notary Public, State of Wyoming
Print Name: K WALKER
My Commission No.: _____
My Commission Expires: 11-29-04

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER dated as of the 6th day of December, 2001 by and among THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership ("FL"), and THE BEGELMAN FAMILY LIMITED PARTNERSHIP, a Wyoming Limited Partnership ("WY").

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TALLAHASSEE, FLORIDA

W I T N E S S E T H:

WHEREAS, WY desires to acquire all of the assets and properties of FL; and

WHEREAS, FL deems it advisable and in its best interest of their partners that FL assets and property shall be transferred to WY and that FL be merged with and into WY and FL shall be dissolved and ceased doing business in the State of Florida (the "Merger");

NOW, THEREFORE, FL and WY hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1. The Merger. At the Effective Time of the Merger (as defined in Section 1.2), FL shall be merged with and into WY as the limited partnership surviving the Merger and shall be fully vested therewith. The Separate existence and organization of FL shall cease upon the Merger becoming effective as herein provided and thereupon FL and WY shall be a single limited partnership, to wit WY (sometimes herein called the "Surviving Limited Partnership").

Section 1.2. Effective Time of Merger. After the execution of this Merger Agreement, Articles of Merger will be prepared to be executed by the limited partnerships. Such Articles of Merger shall be filed with the Office of the Secretary of State of Florida. The merger contemplated herein shall become effective as of December 31, 2001 ("Effective Time of the Merger").

Section 1.3. Ceasing of Business by FL. As of December 31, 2001, Effective Time of the Merger, FL shall cease doing business. Its customers shall be notified on or before the Effective Time that FL has merged with WY and that all work done after Effective Time shall be done under the name of WY.

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TALLAHASSEE, FLORIDA

ARTICLE II

CERTIFICATE OF LIMITED PARTNERSHIP,
LIMITED PARTNERSHIP AGREEMENT AND GENERAL PARTNER OF THE
SURVIVING LIMITED PARTNERSHIP

Section 2.1. Certificate of Limited Partnership. The Certificate of Limited Partnership of WY in effect immediately prior to the Effective Time of the Merger shall be the Certificate of Limited Partnership of the Surviving Limited Partnership unless and until amended as provided by law.

Section 2.2. Limited Partnership Agreement. The Limited Partnership Agreement of WY in effect immediately prior to the Effective Time of the Merger shall be the Limited Partnership Agreement of the Surviving Limited Partnership unless and until amended or repealed as provided by law.

Section 2.3. General Partner. The General Partner of WY immediately prior to the Effective Time of the Merger shall be the general partner of the Surviving Limited Partnership. Such general partner shall serve until its successors shall have been elected or appointed and shall qualify or until otherwise provided by law. The address of the General Partner of WY is 400 Moulton Loop, Jackson, Wyoming 83001.

ARTICLE III

CONVERSION AND EXCHANGE OF PARTNERSHIP INTEREST

Section 3.1. Conversion of Partnership interest into Partnership interest of WY. On the Effective Time, the issued and outstanding partnership interest of FL immediately prior to the Effective Time shall by virtue of the Merger be automatically converted into partnership interest of WY at a rate of one unit of partnership interest of WY for each unit of partnership interest of FL.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Tax Characterization. This transaction is intended to qualify as a reorganization as defined in Sections 368(a)(1)(A) and 368(a)(2)(E) of the Internal Revenue Code of 1986. Accordingly, on and after the Effective Time, the books and records of the Surviving Limited Partnership shall be maintained in such a manner as to appropriately reflect a consummation of the aforescribed reorganization and all reports required to be filed with the Internal Revenue Service on or after the Effective Time shall appropriately reflect this reorganization.

Section 4.2. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided that this Agreement may not be assigned by any party without the consent of the other parties.

Section 4.3 Amendments. This Agreement may be amended only in writing with the approval of the general partners of each party.

Section 4.5 Counterparts. This Agreement may be executed in one or more counterparts all of which shall be considered one and the same and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

Section 4.6. Further Action. FL and WY each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 4.7. Entire Agreement. This Agreement and the documents, letters and exhibits described herein or attached or delivered pursuant hereto set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof.

Section 4.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized partners of each of the parties as of the day and year first above written.

THE BEGELMAN FAMILY LIMITED
PARTNERSHIP, a Wyoming Limited
Partnership,

By: K M B
KENNETH M. BEGELMAN,
General Partner

By: K m B
KENNETH M. BEGELMAN, Trustee of
The Kenneth M. Begelman Revocable
Trust Agreement, Limited Partner

By: Helen A Begelman
HELEN A. BEGELMAN, Trustee of
The HELEN A. Begelman Revocable
Trust Agreement, Limited Partner

By: Rebecca E Begelman
REBECCA E. BEGELMAN,
Limited Partner

By: Rachel S. Begel
RACHEL S. BEGELMAN,
Limited Partner

By: K m B
KENNETH M. BEGELMAN, Trustee of
The Benjamin G. Begelman Revocable
Trust Agreement, Limited Partner

THE BEGELMAN FAMILY LIMITED
PARTNERSHIP, a Florida Limited
Partnership,

By: K m B
KENNETH M. BEGELMAN,
General Partner

By: K m B
KENNETH M. BEGELMAN, Trustee of
The Kenneth M. Begelman Revocable
Trust Agreement, Limited Partner

By: Helen A Begelman
HELEN A. BEGELMAN, Trustee of
The HELEN A. Begelman Revocable
Trust Agreement, Limited Partner

By: Rebecca E Begelman
REBECCA E. BEGELMAN,
Limited Partner

By: Rachel S Beg
RACHEL S. BEGELMAN,
Limited Partner

By: K M B
KENNETH M. BEGELMAN, Trustee of
The Benjamin G. Begelman Revocable
Trust Agreement, Limited Partner

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