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## Florida Department of State

Division of Corporations

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Katherine Harris, Secretary of State

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TALLAHASSEE, FLORIDA

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**To:**

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**From:**

Account Name : FOLEY & LARDNER OF TAMPA  
Account Number : 071344001620  
Phone : (813)229-2300  
Fax Number : (813)221-4210

Original  
Filed 12/30/99

## MERGER OR SHARE EXCHANGE

SAH HOLDINGS, LTD.

Merger  
Filed  
no amendments

Certificate of Status	1
Certified Copy	0
Page Count	87 08
Estimated Charge	\$113.75

FF \$ 105.00  
Cus 8.25

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## ARTICLES OF MERGER

of

**SAH HOLDINGS, L.P., a Tennessee limited partnership**

**with and into**

**SAH HOLDINGS, LTD., a Florida limited partnership**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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These Articles of Merger are hereby submitted for filing in the offices of the Secretary of State, State of Florida, to effect the merger of SAH Holdings, L.P., a Tennessee limited partnership (the "Merged Partnership") with and into SAH Holdings, Ltd., a Florida partnership (the "Surviving Partnership"), in accordance with the provisions of Florida Statutes Section 620.203.

### 1. Parties to Merger.

The name of each of the parties to this merger, together with the street address of their respective principal offices, jurisdiction of organization, and entity type are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>SAH Holdings, L.P.</b>		
111 South Washington Street	Tennessee	Limited Partnership
Brownsville, Tennessee 38012		
FEI Number: 62-1718017		
Date of Organization: June 4, 1993		

### **SAH Holdings, Ltd.**

400 5 <sup>th</sup> Avenue South	Florida	Limited Partnership
Naples, Florida 34102		
Florida Document/Reg. No. <u>A99000002274</u>		
Date of Organization: December 30, 1999		

Vitauts M. Gulbis, Esquire  
Foley & Lardner, Fla Bar #: 0731129  
100 N. Tampa Street, Suite 2700  
Tampa, Florida 33602  
Phone 813-229-2300

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## **2. Surviving Entity.**

The name of the surviving entity following the consummation of this merger, together with the street address of its principal offices, jurisdiction of organization, and entity type are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>SAH Holdings, Ltd.</b>		
400 5th Avenue South	Florida	Limited Partnership
Naples, Florida 34102		
Florida Document/Reg. No. <u>A99000002274</u>		

## **3. Required Approvals.**

(a) The attached Plan of Merger meets the requirements of Section 620.210, Florida Statutes, and was approved by the general and limited partners of the Surviving Partnership in accordance with the requirements of Chapter 620, Florida Statutes.

(b) The attached Plan of Merger was approved by the general partner and the limited partners of the Merged Partnership in accordance with the laws of the State of Tennessee.

(c) The Surviving Partnership has obtained the written consent of each person that, as a result of the Merger, is now a general partner of the Surviving Partnership, in accordance with Section 620.202(2), Florida Statutes.

## **4. Merger Permitted Under Applicable Law**

The Merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by agreement of any limited partnership that is a party to this Merger.

## **5. Effective Date.**

The Merger shall become effective as of the date of filing of these Articles of Merger with the Secretary of State of the State of Florida and the State of Tennessee.

## **6. Execution.**

These Articles of Merger comply with and were executed in accordance with the laws of each party's jurisdiction of organization.

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**EXECUTED** this 30<sup>th</sup> day of December, 1999 by the following, constituting all of the parties to the Merger.

***Merged Partnership***

SAH HOLDINGS, L.P., a Tennessee limited partnership  
By: Gatehouse Equity Management, Inc., a Tennessee corporation, its sole general partner

By:  \_\_\_\_\_

**Dan Jackson, President**

***Surviving Partnership***

SAH HOLDINGS, Ltd., a Florida limited partnership  
By: Gatehouse Equity Management, Inc., a Tennessee corporation, its sole general partner

By:  \_\_\_\_\_

**Dan Jackson, President**

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## **PLAN OF MERGER**

**THIS PLAN OF MERGER**, dated December 30<sup>th</sup>, 1999 (the "Plan"), is adopted by SAH HOLDINGS, L.P., a Tennessee limited partnership ("Old SAH"), and SAH HOLDINGS, LTD., a Florida limited partnership ("New SAH").

### **BACKGROUND**

The General and Limited Partners of Old SAH, upon formation, made contributions to the capital of Old SAH in the aggregate amount of \$3,704,000, in exchange for the issuance of an aggregate of 382.1 units in Old SAH, all of which remain outstanding as of the date hereof. In order to change the jurisdiction of organization of Old SAH from Tennessee to Florida, which change is believed to be in the best interests of the partners of Old SAH, the partners of Old SAH have caused New SAH to be organized as a Florida limited partnership, and desire to cause Old SAH to merge with and into New SAH, with New SAH as the surviving limited partnership.

### **PLAN**

#### **1. MERGER**

On the Effective Date, Old SAH shall be merged with and into New SAH (the "Merger") in accordance with the provisions of this Plan.

#### **2. APPROVAL OF PARTNERS**

Prior to the filing of Articles of Merger with the Secretary of State of Tennessee and with the Secretary of State of Florida, (a) the General Partner of Old SAH and New SAH and (b) a the holders of a majority of the Units of limited partnership of Old SAH and New SAH shall have approved this Plan and the Merger contemplated hereby.

#### **3. EFFECTIVE DATE**

The Merger shall become effective immediately upon the later of the filing of Articles of Merger with the Secretary of State of Tennessee in accordance with the Tennessee Revised Uniform Limited Partnership Act and the filing of Articles of Merger with the Secretary of State of Florida in accordance with the Florida Revised Uniform Limited Partnership Act. The time of such effectiveness is hereafter called the "Effective Date".

#### **4. SURVIVING PARTNERSHIP**

New SAH shall be the surviving partnership of the Merger and shall continue to be governed by the Laws of the State of Florida. On the Effective Date, the separate partnership existence of Old SAH shall cease.

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## **5. CERTIFICATE OF LIMITED PARTNERSHIP**

The Certificate of Limited Partnership of New SAH as it exists on the Effective Date shall be the Certificate of Limited Partnership of New SAH following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the Laws of the State of Florida.

## **6. PARTNERSHIP AGREEMENT**

The Agreement of Limited Partnership of New SAH as in effect on the Effective Date shall be the Agreement of Limited Partnership (the "Partnership Agreement") of New SAH following the Effective Date, unless and until the same shall be amended, modified or repealed in accordance with the provisions thereof and the laws of the State of Florida.

## **7. THE GENERAL PARTNER**

The General Partner of Old SAH and New SAH immediately prior to the Effective Date shall be the General Partner of New SAH following the Effective Date, and such General Partner shall continue to serve in such capacity subject to and in accordance with the Partnership Agreement. (See Exhibit A)

## **8. CANCELLATION OF OUTSTANDING INTERESTS IN NEW SAH**

Forthwith upon the Effective Date, all of the units of partnership interest in New SAH theretofore existing shall be cancelled and no partnership interests in New SAH shall be issued in respect thereof.

## **9. CONVERSION OF OUTSTANDING INTERESTS IN OLD SAH**

Forthwith upon the Effective Date, all Units of Partnership interest of Old SAH and all rights in respect thereof shall be converted into the same number of Units of Partnership interest in New SAH, and each certificate representing Units of Partnership interests in Old SAH shall for all purposes be deemed to evidence the ownership of the same number of Units of Partnership interest in New SAH as are set forth in such certificate. Certificates representing Units of Partnership interests in OLD SAH presented to the General Partner for transfer following the Effective Date will be replaced with certificates for the same number of Units of Partnership interest in NEW SAH.

## **10. RIGHTS AND LIABILITIES OF NEW SAH**

At and after the Effective Date, and all in the manner of and as more fully set forth in Section 620.204 of the Florida Revised Uniform Limited Partnership Act and Section 61-2-211 of the Tennessee Revised Uniform Limited Partnership Act, the title to all real estate and other property, or any interest therein, owned by each of Old SAH and New SAH shall be vested in New SAH without reversion or impairment; New SAH shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchise, both public and private, and all of the property, real, personal and mixed of each of Old SAH and New SAH without reversion or impairment; New SAH shall thenceforth be responsible and liable for all the liabilities and obligations of each Old SAH and New SAH; any claim existing or action or proceeding pending by or against Old SAH or New SAH may be continued as if the Merger did not occur or New SAH may be substituted for Old SAH

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in the proceeding, neither the rights of creditors nor any liens upon the property of Old SAH or New SAH shall be impaired by the Merger, and New SAH shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

#### **11. TERMINATION**

This Plan may be terminated and abandoned by action of the respective General Partners of OLD SAH and NEW SAH at any time prior to the Effective Date, whether before or after approval by the limited partners of either or both of the parties hereto.

#### **12. AMENDMENT**

The General Partners of the parties hereto may amend this Plan at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Plan by the limited partners of either of the parties hereto shall not: (a) change the amount or kind of units of limited partnership, property or rights to be received in exchange for or on conversion of all or any of the partnership interests of the parties hereto, (b) change any term of the Certificate of Limited Partnership of New SAH, or (c) change any other terms or conditions of this Plan if such change would adversely affect the partners of either party hereto.

#### **13. REGISTERED OFFICE**

The registered office of New SAH in the State of Florida is located at 400 5<sup>th</sup> Avenue South, Suite 205, Naples, Florida 34102 and J.D. Clinton is the registered agent of New SAH at such address.

#### **14. INSPECTION OF PLAN**

Executed copies of this Plan will be on file at the principal place of business of New SAH at 400 5<sup>th</sup> Avenue South, Suite 205, Naples, Florida 34102. A copy of this Plan shall be furnished by New SAH, on request and without cost, to any partner of either Old SAH or New SAH.

#### **15. GOVERNING LAW**

This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the Laws of the State of Florida.

#### **16. SERVICE OF PROCESS**

On and after the Effective Date, New SAH agrees that it may be served with process in Tennessee in any proceeding for enforcement of any obligation of Old SAH or New SAH arising from the Merger.

#### **17. DESIGNATION OF TENNESSEE SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS**

On and after the Effective Date, New SAH irrevocably appoints the Secretary of State of Tennessee as its agent to accept service of process in any suit or other proceeding to enforce the

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rights of any partners of Old SAH or New SAH arising from the Merger. The Tennessee Secretary of State is requested to mail a copy of any such process to New SAH at 400 5<sup>th</sup> Avenue South, Suite 205, Naples, Florida 34102, Attention: J.D. Clinton.

**IN WITNESS WHEREOF**, each of the parties hereto, pursuant to authority duly granted by their respective General Partners and Limited Partners, has caused this Plan to be executed, respectively, by the General Partner of each of Old SAH and New SAH.

**Old SAH**

SAH HOLDINGS, L.P., a Tennessee limited partnership

By: Gatehouse Equity Management, Inc., a Tennessee corporation, its sole general partner

By:  \_\_\_\_\_

Dan Jackson, President

**New SAH**

SAH HOLDINGS, Ltd., a Florida limited partnership

By: Gatehouse Equity Management, Inc., a Tennessee corporation, its sole general partner

By:  \_\_\_\_\_

Dan Jackson, President

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**EXHIBIT A**

**General Partner:**

Gatehouse Equity Management Corporation

**Registered Agent:**

J. D. Clinton

**Office Address:**

400 5<sup>th</sup> Avenue, South  
Naples, Florida 34102

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