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FROM: AKERMAN SENTERFITT & EIDSON

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MERGER OR SHARE EXCHANGE

SHURGARD FLORIDA CP&K, INC.

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**ARTICLES OF MERGER
OF
CENTRAL PARKWAY STORAGE, INC.
WITH AND INTO
SHURGARD FLORIDA CP&K, INC.**

Pursuant to the provisions of Sections 607.1101 and 607.1105, Florida Statutes, **CENTRAL PARKWAY STORAGE, INC.**, a Florida corporation, and **SHURGARD FLORIDA CP&K, INC.**, a Washington corporation, do hereby adopt the following Articles of Merger:

FIRST: The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are **CENTRAL PARKWAY STORAGE, INC.** and **SHURGARD FLORIDA CP&K, INC.** **SHURGARD FLORIDA CP&K, INC.** is the surviving corporation. **CENTRAL PARKWAY STORAGE, INC.** is the merging corporation.

SECOND: The plan of merger is set forth in that certain Plan and Agreement of Merger, among **CENTRAL PARKWAY STORAGE, INC.**, **SHURGARD STORAGE CENTERS, INC.**, a Washington corporation, and **SHURGARD FLORIDA CP&K, INC.** (the "Plan of Merger"). An executed copy of the Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

THIRD: The Plan of Merger was adopted by the Board of Directors and Shareholders of **CENTRAL PARKWAY STORAGE, INC.** by written consent executed as of May 10, 2005. The Plan of Merger was adopted by the Board of Directors and sole Shareholder of **SHURGARD FLORIDA CP&K, INC.**, by written consent executed as of May 10, 2005.

FOURTH: The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of Florida.

(Signatures appear on following page)

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of this 10th day of May, 2005.

CENTRAL PARKWAY STORAGE, INC.,
a Florida corporation

By: *Wm. Michael Mickelson*
Print Name: Wm. Michael Mickelson
Title: President

SHURGARD FLORIDA CP&K, INC.,
a Washington corporation

By: _____
Print Name: Jane A. Orenstein
Title: Vice President and Secretary

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IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of this 10th day of May, 2005.

CENTRAL PARKWAY STORAGE, INC.,
a Florida corporation

By: _____
Print Name: _____
Title: _____

SHURGARD FLORIDA CP&K, INC.,
a Washington corporation

By: Jane A. Orenstein *eth*
Print Name: Jane A. Orenstein
Title: Vice President and Secretary

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EXHIBIT "A"

Plan and Agreement of Merger

[copy attached]

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**PLAN AND AGREEMENT OF MERGER
BY AND AMONG SHURGARD STORAGE CENTERS, INC.
SHURGARD FLORIDA CP&K, INC. AND
CENTRAL PARKWAY STORAGE, INC.**

THIS PLAN AND AGREEMENT OF MERGER (hereinafter referred to as the "Agreement"), dated as of this 10 day of May, 2005, is entered into by and among SHURGARD STORAGE CENTERS, INC., a Washington corporation ("Shurgard"), CENTRAL PARKWAY STORAGE, INC., a Florida corporation ("CPS"), and SHURGARD FLORIDA CP&K, INC., a Washington corporation and wholly owned subsidiary of Shurgard ("SFC").

WITNESSETH:

WHEREAS, the shareholders of CPS are WM. Michael Mikkelson and Melissa R. Mikkelson (together with WM. Michael Mikkelson, the "Owners"), and the sole shareholder of SFC is Shurgard;

WHEREAS, the authorized capital stock of CPS consists of 10,000 shares of common stock, \$1.00 par value per share, of which 200 shares are issued and outstanding (the "CPS Stock");

WHEREAS, the authorized capital stock of SFC consists of 1,000 shares of common stock, \$0.001 par value per share, of which 100 shares are issued and outstanding (the "SFC Florida Stock");

WHEREAS, Shurgard, SFC, CPS and the Owners have entered into an Agreement and Plan of Merger dated as of May 9, 2005 (the "Merger Agreement");

WHEREAS, the board of directors of CPS has determined that it is advisable and generally to the advantage and welfare of CPS and its shareholders, and the board of directors of each of Shurgard and SFC has determined that it is advisable and generally to the advantage and welfare of SFC and Shurgard, as the sole shareholder of SFC, that CPS be merged with and into SFC on the terms herein set forth;

WHEREAS, the respective boards of directors of CPS and SFC, by resolutions duly adopted, have approved and adopted this Agreement and directed that it be submitted to the shareholders of CPS and to Shurgard, as the sole shareholder of SFC, respectively, for approval; and

WHEREAS, all the shareholders of CPS and Shurgard, as the sole shareholder of SFC, have approved this Agreement.

NOW, THEREFORE, Shurgard, CPS and SFC, in consideration of the premises and of the mutual provisions, agreements and covenants contained herein, hereby agree as follows:

1. Corporate Existence of Surviving Corporation. At the effective time of the merger, CPS shall be merged with and into SFC which shall be the surviving corporation (such merger being hereinafter sometimes referred to as the "Merger"). The corporate identity, existence, purposes, powers, franchises, rights and immunities of SFC (hereinafter sometimes

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referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger; the corporate identity, existence, purposes, powers, franchises, rights and immunities of CPS shall be merged into the Surviving Corporation; and the Surviving Corporation shall be fully vested therewith. The separate existence of CPS, except insofar as otherwise specifically provided by law, shall cease at the effective time of the Merger whereupon CPS and the Surviving Corporation shall be and become one single corporation.

2. Articles of Incorporation of Surviving Corporation. The articles of incorporation of SFC, as in effect immediately prior to the effective time of the Merger, shall continue in full force and effect as the articles of incorporation of the Surviving Corporation. Thereafter, the articles of incorporation may be amended or repealed in accordance with their terms and as provided by law.

3. Bylaws of Surviving Corporation. The bylaws of SFC as in effect immediately prior to the effective time of the Merger, shall continue in full force and effect as the bylaws of the Surviving Corporation. Thereafter, the bylaws may be amended or repealed in accordance with their terms and the articles of incorporation of the Surviving Corporation and as provided by law.

4. Directors and Officers of Surviving Corporation. The directors and officers of SFC immediately prior to the effective time of the Merger shall be the directors and officers of the Surviving Corporation, each such director or officer to hold office in accordance with and subject to the articles of incorporation and bylaws of the Surviving Corporation.

5. Conversion of Shares. At the effective time of the Merger, by virtue of the Merger and without any action on the part of Shurgard, SFC, CPS or the holders of any shares of capital stock of CPS:

(a) Each share of SFC Stock that is issued and outstanding immediately prior to the effective time of the Merger shall remain outstanding, unchanged by the reason of the Merger, as one fully paid and nonassessable share of common stock, par value \$0.001 per share, of the Surviving Corporation.

(b) All shares of any class of capital stock of CPS held in the treasury of such company immediately prior to the effective time of the Merger, if any, shall be cancelled and extinguished as of the effective time of the Merger, without any conversion thereof and no amount or other consideration shall be delivered or deliverable in exchange therefor.

(c) Each issued and outstanding share of CPS Stock shall be converted into the right to receive from Shurgard 638.42 unregistered shares of Shurgard's Class A Common Stock, \$0.001 par value per share ("Shurgard Common Stock").

(d) Any debt or other securities convertible into or exercisable for the purchase of capital stock of CPS, issued and outstanding immediately prior to the effective time of the Merger shall be canceled without payment of any consideration therefore and without any conversion thereof.

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6. Fractional Shares; Rights in Shurgard Common Stock

(a) No fractional shares of Shurgard Common Stock and no certificates or scrip therefor, or other evidence of ownership thereof, shall be issued in connection with the Merger, no dividend or other distribution of Shurgard shall relate to any fractional share and such fractional share interests shall not entitle the owner thereof to vote or to any rights of a shareholder of Shurgard. Any fractional share of Shurgard Common Stock which would otherwise be issued to an Owner under Section 2.8(c) of the Merger Agreement shall not be issued but rather (in lieu of such fractional share) Shurgard shall pay to such Owner an amount of cash (without interest) determined by multiplying such fractional share by \$40.00.

(b) The Owners will be entitled to dividends or other distributions pertaining to the shares of Shurgard Common Stock into which their Company Stock have been converted pursuant to Section 5 that become payable to Persons who are holders of record of Shurgard Common Stock as of a record date on or after the Effective Date, but only after they have surrendered their Company Certificates and furnished the appropriate Shurgard Shareholder Forms (as defined in the Merger Agreement) as contemplated in Section 2.8(a) of the Merger Agreement. The Owners will not be entitled, however, to dividends or other distributions that become payable before or after the Effective Date to Persons who were holders of record of Shurgard Common Stock as of a record date that is prior to the Effective Date.

7. Effective Time of Merger. The "effective time" of the Merger shall be the date that the Articles of Merger adopted in connection herewith by CPS and SFC are filed with the Secretary of State of Florida and the Secretary of State of Washington.

8. Implementation.

(a) Subject to the terms of the Merger Agreement, each of CPS and SFC hereby agrees that at any time or from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Corporation, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Corporation, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes hereof.

(b) Each of CPS and SFC shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the States of Washington and Florida to consummate and make effective the Merger.

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IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be signed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SHURGARD STORAGE CENTERS, INC., a
Washington corporation

By: Jane A. Orenstein *cdh*
Print Name: Jane A Orenstein
Title: VP & Secretary

CENTRAL PARKWAY STORAGE, INC., a
Florida corporation

By: _____
Print Name: _____
Title: _____

SHURGARD FLORIDA CP&K, INC., a
Washington corporation
Surviving Corporation

By: Jane A. Orenstein *cdh*
Print Name: Jane A. Orenstein
Title: Vice President and Secretary

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IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be signed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**SHURGARD STORAGE CENTERS, INC., a
Washington corporation**

By: _____
Print Name: _____
Title: _____

**CENTRAL PARKWAY STORAGE, INC., a
Florida corporation**

By: Wm. Michael Mikkelsen
Print Name: Wm. Michael Mikkelsen
Title: President

**SHURGARD FLORIDA CP&K, INC., a
Washington corporation
Surviving Corporation**

By: _____
Print Name: Jane A. Orenstein
Title: Vice President and Secretary