

F98000001788



ACCOUNT NO. : 072100000032

REFERENCE : 755872 4322213

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia Pujate

FILED STATE
SECRETARY OF CORPORATIONS
98 MAR 30 PM 2:49

ORDER DATE : March 25, 1998

ORDER TIME : 10:04 AM

ORDER NO. : 755872-005

CUSTOMER NO: 4322213

EFFECTIVE DATE
4/1/98

CUSTOMER: Marsha Matthews, Esq
Mcdermott, Will & Emery
600 Thirteenth Street, Nw
Washington, DC 20005-3096

400002468844--8

RECEIVED
98 MAR 26 AM 10:34
DIVISION OF CORPORATION

ARTICLES OF MERGER

PARKSITE OF FLORIDA INC.

INTO

PARKSITE INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Andrew Cumper

EXAMINER'S INITIALS:

Sf

merger 3/30/98

ARTICLES OF MERGER
Merger Sheet

MERGING:

PARKSITE OF FLORIDA, INC., a Florida corp., #J36312

into

PARKSITE INC., an Illinois corporation F98000001788

File date: March 30, 1998 , effective April 1, 1998

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 70.00



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 26, 1998

CSC
ANDREW
TALLAHASSEE, FL

SUBJECT: PARKSITE OF FLORIDA INC.
Ref. Number: J36312

We have received your document for PARKSITE OF FLORIDA INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The Plan of Merger referred to as being included as "Attachment I" must be submitted with the Articles of Merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 598A00016276

RESUBMIT

Please give original
submission date as file date.

RECEIVED
92 MAR 30 AM 10:38
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
OF
PARKSITE OF FLORIDA INC.
INTO
PARKSITE INC.

EFFECTIVE DATE
4/1/98

Pursuant to Sections 607.1104, 607.1105 and 607.1107 of the Florida Business Corporation Act (the "BCA"), (i) PARKSITE OF FLORIDA INC., a Florida corporation (the "Subsidiary"), and PARKSITE INC., an Illinois corporation (the "Parent") and the sole shareholder of Subsidiary, hereby certify as follows:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
1998 MAR 30 PM 2:10

1. A Plan and Agreement of Merger (the "Plan") between the Parent and the Subsidiary is attached hereto as Attachment I and incorporated herein by reference; the Plan provides for the merger of the Subsidiary into the Parent and the Parent, an Illinois corporation, shall be the surviving corporation in the merger (the "Merger").
2. The effective date of the Merger shall be April 1, 1998.
3. Shareholder approval of the Merger is not required, as provided by Section 607.1104 of the BCA.
4. The Board of Directors of the Subsidiary and the Board of Directors of the Parent each adopted and approved the Plan and the Merger by unanimous written consents of the Board of Directors of each of the Subsidiary and the Parent dated as of March 20, 1998.

IN WITNESS WHEREOF, Subsidiary and Parent have each caused these Articles of Merger to be duly executed by their respective authorized officers.

SUBSIDIARY:

Attest:

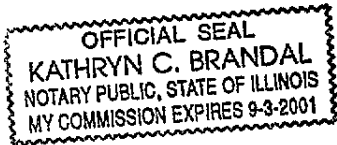
PARKSITE OF FLORIDA INC.
a Florida corporation

John A. Morrow
Secretary

By: George A. Pattee
President

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 20th day of March, 1998, by GEORGE PATTEE, the President of PARKSITE OF FLORIDA INC., a Florida corporation, on behalf of the corporation and such person is personally known to me.



Kathryn C Brandal
Notary Public
My commission expires: 9-3-2001

PARENT:

Attest:

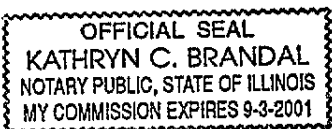
PARKSITE INC.
an Illinois corporation

John A. Morrow
Secretary

By: George A. Pattee
President

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 20th day of March, 1998, by GEORGE PATTEE, the President of PARKSITE INC., an Illinois corporation, on behalf of the corporation and such person is personally known to me.



Kathryn C Brandal
Notary Public
My commission expires: 9-3-2001

PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (this "Plan") is made and entered into as of March 20, 1998 between (i) PARKSITE INC., an Illinois corporation ("Parent"), and (ii) PARKSITE OF FLORIDA INC., a Florida corporation ("Subsidiary").

WHEREAS, Parent has authorized capital stock of 50,000 shares of common stock, \$10.00 par value per share ("Parent Common Stock"), of which 2,765.389 shares are issued and outstanding, and there are no options, warrants or other agreements to purchase shares of Parent Common Stock;

WHEREAS, Subsidiary has authorized capital stock consisting of 50,000 shares of common stock, \$1.00 par value per share ("Subsidiary Common Stock"), of which 1,000 shares are issued and outstanding and all held by Parent, and there are no options, warrants or other agreements to purchase shares of Subsidiary Common Stock;

WHEREAS, the respective Boards of Directors of Parent and Subsidiary have determined that it is advisable to reduce the administrative burden of maintaining separate business entities and that it is in the best interests of each corporation to merge Subsidiary into Parent with Parent being the surviving corporation (the "Surviving Corporation") in the merger, upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of Parent and Subsidiary have approved this Plan, as required by Sections 11.30 and 11.35 of the Illinois Business Corporation Act, as amended (the "IBCA"), and Sections 607.1104 and 607.1107 of the Florida Business Corporation Act, as amended (the "FBCA"), and no approval of the stockholders of Parent or Subsidiary is required under the IBCA and the FBCA.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Parent and Subsidiary hereby agree as follows:

1. Merger.

a. The Merger. On the terms and subject to the conditions set forth in this Plan and in accordance with the IBCA and the FBCA, on the Effective Date (as defined in Section 1.b), Subsidiary shall be merged with and into Parent, the separate corporate existence of Parent and Subsidiary shall cease and

Parent shall continue as the Surviving Corporation of the merger (the "Merger").

b. Effective Date. Parent and Subsidiary shall cause the Merger to be consummated by filing duly executed (i) Articles of Merger, together with this Plan and any other required documents, with the Office of the Illinois Secretary of State (the "Illinois Articles of Merger"), and (ii) Articles of Merger, together with this Plan and any other required documents, with the Department of State of the State of Florida (the "Florida Articles of Merger"), and the Merger shall be effective on April 1, 1998 (the "Effective Date"), as set forth in the Illinois Articles of Merger and the Florida Articles of Merger.

c. Subsidiary Common Stock. As of the Effective Date, by virtue of the Merger and without any action on the part of the holder of Subsidiary Common Stock, each share of Subsidiary Common Stock outstanding immediately prior to the Effective Date shall be cancelled.

d. Subsidiary Common Stock Certificates. Immediately after the Effective Date, except as otherwise provided by the FBCA with respect to dissenting stockholders, all of the outstanding certificates which prior to that time represented shares of Subsidiary Common Stock shall be surrendered for cancellation.

2. Directors and Officers and Governing Documents.

The persons who serve as directors and officers of Parent immediately prior to the Merger shall be the officers and directors of the Surviving Corporation after the Merger; provided, however, that the foregoing shall not prevent the stockholders of the Surviving Corporation from electing new directors and officers following the consummation of the Merger. The Articles of Incorporation of Parent, in effect immediately prior to the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation.

3. Succession.

The Surviving Corporation shall succeed to the Subsidiary in the manner set forth in Section 11.50 of the IBCA and Section 607.1106 of the FBCA.

4. Further Actions.

If at any time the Surviving Corporation or its successors and assigns shall determine or be advised that any acknowledgements, assurances in law, deeds or other instruments or other actions are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets,

rights, privileges, immunities, powers, licenses, franchises and authority of Subsidiary, and otherwise to carry out the purposes of this Plan, the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Subsidiary or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Authorizations.

The respective Boards of Directors and the proper officers of Parent and Subsidiary are hereby authorized, empowered and directed to do any and all acts and to make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan or of the Merger provided for herein.

6. Dissenting Shareholders. Parent is the only shareholder of Subsidiary and thus there are no shareholders who, except for the applicability of Section 607.1104 of the FBCA, would be entitled to dissent and be paid the fair value of their shares.

7. Service of Process on Parent as Surviving Corporation.

Parent agrees that it, as the Surviving Corporation, may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Subsidiary as well as for the enforcement of any obligation of Parent arising from the Merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of the FBCA.

8. Plan of Reorganization.

This Plan constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions set forth herein.

9. Expenses and Rights of Dissenting Stockholders.

Parent shall pay all expenses of the Merger.

10. Miscellaneous.

a. Binding Effect. This Plan shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

b. Time of Essence. Time is of the essence with respect to this Plan.

c. Entire Agreement. This Plan supersedes any prior oral or written agreements and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

d. Severability. If any provision of this Plan shall be declared invalid or illegal by a court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Plan shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, unless its invalidity or unenforceability will defeat an essential business purpose of this Plan.

e. No Waiver. No waiver of any provision of this Plan shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

f. Amendment. No alteration or modification of this Plan shall be valid unless made in writing and executed by each of the parties hereto.

g. Captions. Section, titles or captions contained in this Plan are inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any provision of this Plan or affect the construction thereof.

h. Counterparts. This Plan may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Plan, having first been duly approved by unanimous written consent of the Boards of Directors of each of Parent and Subsidiary, is hereby executed on behalf of those corporations by their duly authorized officers.

PARKSITE INC.
an Illinois corporation

By: Joseph G. Keller

Title: President

PARKSITE OF FLORIDA INC.
a Florida corporation

By: Joseph G. Keller

Title: President