

K934186

STEP 1: FORM D-15
215 MONTE/SUN E 601
Address
TALLAHASSEE 32301 222-2300
City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. ESI DOSWELL, INC. S38333
(Corporation Name) (Document #) **RECEIVED DATE 4/1/00**
2. ESI LP, INC. K934186
(Corporation Name) (Document #) **Merger**
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

FILED
MAR 31 PM 3:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- ☒ Walk in ☒ Pick up time 3:00 ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
XX	Merger

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****472.50 ****78.75

OTHER FILINGS	
	Annual Report
	Fictitious Name
	Name Reservation

REGISTRATION/ QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

IF YOU HAVE ANY QUESTIONS
REGARDING FILING PLEASE
CONTACT ELIZABETH AT: 222-2300
THANK YOU.

RECEIVED
MAR 31 AM 10:42
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Examiner's Initials

3/31/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

ESI DOSWELL, INC., a Florida corporation S38333

INTO

ESI LP, INC., a Florida entity, K93486

File date: March 31, 2000, effective April 1, 2000

Corporate Specialist: Annette Ramsey

4/1/00

ARTICLES OF MERGER

of

ESI DOSWELL, INC.,
a Florida corporation

with and into

ESI LP, INC.,
a Florida corporation

FILED
00 MAR 31 PM 3:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations hereby submit the following Articles of Merger:

FIRST: The names and jurisdictions of formation of each of the constituent corporations to the merger are as follows:

<u>NAME</u>	<u>JURISDICTION</u>
ESI Doswell, Inc.	Florida
ESI LP, Inc. _	Florida

SECOND: The Agreement and Plan of Merger, dated as of March 30, 2000 (the "Plan of Merger"), pursuant to which ESI Doswell, Inc., a Florida corporation ("ESI Doswell"), shall be merged with and into ESI LP, Inc., a Florida corporation ("ESI LP"), was approved and adopted by (i) the Board of Directors and sole shareholder of ESI Doswell on March 30, 2000 and (ii) the Board of Directors and sole shareholder of ESI LP on March 30, 2000, in accordance with the provisions of Section 607.1101 of the Act. The Plan of Merger is attached to these Articles of Merger as Attachment A.

THIRD: The name of the surviving corporation in the merger is ESI LP, Inc., a Florida corporation, which shall continue to be governed by the laws of the State of Florida.

FOURTH: The merger shall be effective at 8:35 a.m., local time in Juno Beach, Florida, on April 1, 2000.

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of ESI Doswell and ESI LP as of March 30, 2000.

ESI DOSWELL, INC.

By: Dilek Samil
Name: **Dilek Samil**
Title: **Treasurer**

ESI LP, INC.

By: Dilek Samil
Name: **Dilek Samil**
Title: **Treasurer**

**AGREEMENT AND PLAN OF MERGER
of
ESI DOSWELL, INC.**

with and into

ESI LP, INC.

This Agreement and Plan of Merger (this "Agreement") is dated as of March 30, 2000, between ESI Doswell, Inc., a Florida corporation ("ESI Doswell") and ESI LP, Inc., a Florida corporation ("ESI LP").

Recitals

A. Section 607.1101 of the Florida Business Corporation Act (the "Act") and the Articles of Incorporation and Bylaws of ESI Doswell and ESI LP each permit the merger of ESI Doswell with and into ESI LP.

B. The Board of Directors of ESI Doswell and the Board of Directors of ESI LP deem it advisable and beneficial to the welfare of ESI Doswell and ESI LP to permit the merger of ESI Doswell with and into ESI LP.

C. This Agreement was approved and adopted by (i) the Board of Directors and sole shareholder of ESI Doswell on March 30, 2000 and (ii) the Board of Directors and sole shareholder of ESI LP on March 30, 2000.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, and of other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties, intending to be legally bound, agree as follows:

PLAN

1. Merger and Surviving Corporation. Subject to the terms and conditions of this Agreement and in accordance with the Act, at the Effective Time, ESI Doswell shall be merged with and into ESI LP (the "Merger"). ESI LP shall be the surviving corporation (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Florida (including, without limitation, the Act). From and after the Effective Time, the separate existence (corporate or otherwise) of ESI Doswell shall cease.

2. Effective Time. The Merger shall become effective at 8:35 a.m., local time in Juno Beach, Florida, on April 1, 2000 (the "Effective Time").

3. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of ESI LP will become the Articles of Incorporation and Bylaws of the

Surviving Corporation, and such Articles of Incorporation and Bylaws may thereafter be amended and/or restated as provided therein and by the Act.

4. Management after the Merger. At the Effective Time, the directors and officers of ESI LP immediately prior to the Effective Time, will become the directors and officers of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation and the Act and until the earlier of such director's or officer's resignation or removal or the election or appointment of such director's or officer's successor, as the case may be.

5. Rights and Liabilities of Surviving Corporation. At the Effective Time, all of the properties, rights, privileges, powers and franchises of ESI Doswell and ESI LP will vest in the Surviving Corporation, and all debts, liabilities and duties of ESI Doswell and ESI LP will become the debts, liabilities and duties of the Surviving Corporation.

6. Conversion of Capital Stock. The manner and basis for converting the outstanding shares of capital stock of ESI Doswell and ESI LP shall be as follows:

(a) Each share of the capital stock of ESI Doswell issued and outstanding immediately prior to the Effective Time, will be canceled and retired, and no common stock of the Surviving Corporation or other consideration will be delivered in exchange therefor.

(b) The holders of the shares of capital stock of ESI Doswell shall cease to have any rights with respect to such shares of capital stock.

(c) Each share of the capital stock of ESI LP issued and outstanding immediately prior to the Effective Time will remain issued and outstanding and shall not be affected by the Merger.

7. Payments to Dissenting Shareholders. The Surviving Corporation agrees to pay promptly to the dissenting shareholders of ESI Doswell the amount, if any, to which they are entitled under Section 607.1302 of the Act.

8. Representations and Warranties of ESI Doswell. ESI Doswell represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and that it has all requisite power and authority to enter into this Agreement and the transactions contemplated by this Agreement.

9. Representations and Warranties of ESI LP. ESI LP represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and that it has the requisite power and authority to enter into this Agreement and the transactions contemplated by this Agreement.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ESI DOSWELL, INC.

By: Dilek Samil
Name: **Dilek Samil**
Title: **Treasurer**

ESI LP, INC.

By: Dilek Samil
Name: **Dilek Samil**
Title: **Treasurer**