

L00000007703

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302
PHONE: (850) 668-4318 FAX: (850) 668-3398

CORPORATION NAME

DOCUMENT NUMBER

1. PARKWAY HOTEL CORPORATION

2. 700003310927--6
-07/03/00--01027--013
*****68.75 *****68.75

3. 700003310927--6
-07/03/00--01027--014
*****21.25 *****21.25

4.
5.

RECEIVED
00 JUL -3 AM 10:34
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CERTIFIED COPY
ARTS/AMENDS

GOOD STANDING

PLAIN COPY
ARTS/AMENDS

NEW FILINGS

- PROFIT
- NOT FOR PROFIT
- LIMITED LIABILITY
- DOMESTICATION

AMENDMENTS

- AMENDMENT
- RESIGNATION OF R.A., OFFICER/DIRECTOR
- CHANGE OF REG. AGENT
- DISSOLUTION/WITHDRAWAL
- MERGER

REGISTRATION

- FOREIGN LIMITED PARTNERSHIP
- REINSTATEMENT
- TRADEMARK
- OTHER

FILED
00 JUL -3 AM 10:34
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILE FIRST

35+25

WJ/3

ARTICLES OF MERGER
Merger Sheet

MERGING:

PARKWAY HOTEL CORPORATION, a Florida entity #P96000088498

INTO

PARKWAY, LLC, a Florida entity, L00000007703

File date: July 3, 2000

Corporate Specialist: Lee Rivers

**ARTICLES OF MERGER
MERCING
PARKWAY HOTEL CORPORATION,
A FLORIDA CORPORATION,
WITH AND INTO
PARKWAY, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

896-88498

L-7703

Pursuant to the provisions of Section 607.1101 et seq. of the Florida Business Corporation Act (the "FBCA") and Section 608.438 et seq. of the Florida Limited Liability Company Act (the "FLLCA"), the undersigned corporation and limited liability company adopt the following Articles of Merger for the purpose of merging Parkway Hotel Corporation, a Florida corporation (the "Company"), with and into Parkway, LLC, a Florida limited liability company (the "LLC"), which shall be the surviving entity (the "Merger").

1. An Agreement and Plan of Merger (the "Plan of Merger") providing for the merger of the Company with and into the LLC, and resulting in the LLC being the surviving entity (hereinafter sometimes referred to as the "Surviving Entity") in the Merger is attached hereto as Exhibit A and is incorporated herein by reference.


2. The Merger shall become effective on July 3, 2000 at 11:00 a.m. (Eastern Time) in accordance with the provisions of the FLLCA.

3. The Plan of Merger was approved by the Company in accordance with the applicable provisions of Chapter 607 of the FBCA.

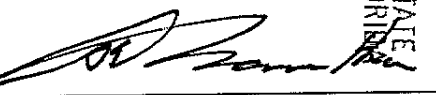
4. The Plan of Merger was approved by the LLC in accordance with the applicable provisions of Chapter 608 of the FLLCA.

These Articles of Merger have been executed as of the 30th day of June, 2000.

PARKWAY HOTEL CORPORATION

By: 
Kethesparan Srikanthan, President

PARKWAY, LLC

By: 
Kethesparan Srikanthan, Manager

SECRETARY OF STATE
TALLAHASSEE FLORIDA

00 JUL -3 AM 10:34

FILED

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Plan") is made as of June 30, 2000 by and between Parkway Hotel Corporation, a Florida corporation (the "Company") and Parkway, LLC, a Florida limited liability company (the "LLC"), for the purpose of merging the Company with and into the LLC, which shall be the surviving entity (the "Merger").

Preliminary Statements

- A. The Company is a corporation organized, governed by and existing under the laws of the State of Florida and whose authorized capital consists of 1,000 shares of common stock, par value \$0.01 per share (the "Company Common Stock"), of which 100 shares are issued and outstanding and entitled to vote;
- B. The LLC is a limited liability company organized, governed by and existing under the laws of the State of Florida;
- C. The Board of Directors of the Company deeming it advisable and in the best interests of the Company and its sole shareholder, by resolution has approved and adopted this Plan providing for the Merger as authorized by Section 607.1101 et seq. of the Florida Business Corporation Act (the "FBCA"), upon the terms and subject to the conditions of this Plan; and
- D. The Managers of the LLC deeming it advisable and in the best interests of the LLC and its sole member, by resolution has approved and adopted this Plan providing for the Merger as authorized by Section 608.438 et seq. of the Florida Limited Liability Company Act (the "FLLCA"), upon the terms and subject to the conditions of this Plan;

Agreement

The parties, intending to be legally bound, subject to the approval and adoption of this Plan by the sole shareholder of the Company and the sole member of the LLC, agree as follows:

- Merger.** At the Effective Time (as defined herein) of the Merger, the Company shall, pursuant to the provisions of the FBCA and FLLCA, be merged with and into the LLC. The LLC shall be the surviving entity of the Merger (hereinafter sometimes referred to as the "Surviving Entity"), and the separate corporate existence of the Company shall cease in accordance with the provisions of the FBCA and the FLLCA. The Merger shall become effective on July 3, 2000 at 11:00 a.m. (Eastern Time). The date and time when the Merger shall become effective is herein referred to as the "Effective Time".

00 JUL -31 AM 10:34
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

2. Governing Documents.

a. The Articles of Organization of the LLC, attached hereto as Exhibit A, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving Entity.

b. The Operating Agreement of the LLC, as in effect immediately prior to the Effective Time, shall constitute the Operating Agreement of the Surviving Entity without change or amendment until thereafter amended, changed or altered in accordance with the provisions thereof and applicable law.

3. Officers, Directors and Managers. The persons who are officers of the LLC immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Organization and Operating Agreement and applicable law. The persons who are managers of the LLC immediately prior to the Effective Time shall, after the Effective Time, be the managers of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Organization and Operating Agreement and applicable law.

4. Name. The name of the Surviving Entity, upon consummation of the Merger shall be "Parkway, LLC."

5. Registered Agent and Jurisdiction of Surviving Entity. The Surviving Entity is to be governed by the laws of the State of Florida and the address of its registered office in the State of Florida is 215 North Eola Drive, Orlando, Florida 32802. The name of its registered agent at such address is Michael Ryan.

6. Succession. The effect of the Merger shall be that set forth in Section 607.1106 of the FBCA and Section 608.4383 of the FLLCA and the Surviving Entity will be responsible for all debts and obligations of the Company and will take title to all property of the Company.

7. Capitalization of Surviving Entity; Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, 100 shares of the Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 100% of the membership interests of the Surviving Entity upon surrender of the certificate representing such shares; and all such shares of Company Common Stock shall no longer be outstanding and automatically shall be canceled and retired and shall cease to exist, and the holder of each certificate representing any such shares of Company Common Stock shall cease to have any rights with respect thereto, except the right to receive 100% of the membership interests of the Surviving Entity to be paid in consideration therefore upon surrender of such certificate. Each membership interest of the LLC outstanding immediately prior to

00 JUL 23 AM 10:34
FILED
TAMPA
SOUTH FLORIDA
COUNTY CLERK
OFFICE

the Effective Time shall be canceled and retired, and no payment shall be made with respect thereto.

8. Other Provisions with Respect to Merger.

a. This Plan herein made and approved shall be submitted to the sole shareholder of the Company and the sole member of the LLC for approval or rejection in the manner prescribed by the provisions of the FBCA and the FLLCA, and the Merger shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the Surviving Entity.

b. In the event that this Plan shall have been approved by the sole shareholder entitled to vote of the Company and the sole member entitled to vote of the LLC in the manner prescribed by the provisions of the FBCA and the FLLCA, the Company and the LLC hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

c. The Board of Directors and the proper officers of the Company and the Managers of the LLC are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenience to carry out or put into effect any of the provisions of this Plan or the Merger.

9. Tax Clearance. The Surviving Entity will be responsible for the payment of all franchise taxes and related fees and will be obligated to pay such franchise taxes and related fees if the same are not timely paid.

10. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Florida.

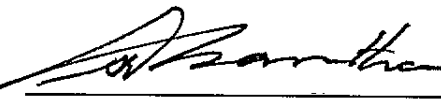
11. Counterparts. This Plan may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

12. Headings. The headings of the several articles herein have been inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation of this Plan.


FILED
00 JUL -3 AM 10:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

PARKWAY HOTEL CORPORATION

By: 
Kethesparan Srikanthan, President

PARKWAY, LLC

By: 
Kethesparan Srikanthan, Manager

FILED
00 JUL -3 AM 10:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA