

LO0000013462

**KILPATRICK
STOCKTON LLP**
Attorneys at Law

Suite 2800 1100 Peachtree Street
Atlanta, Georgia 30309-4530
Telephone: 404.815.6500
Facsimile: 404.815.6555
Web site: www.kilstock.com

December 28, 2001

E-mail: dzeun@kilpatrickstockton.com
Direct Dial: 404.815.6276

VIA FEDERAL EXPRESS

Mr. Buck Kohr
Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

200004745372--3
-12/31/01--01068--012
*****77.50 *****77.50

Re: Avanti Properties Group, LLC, a Florida limited liability company ("APGLLC"),
and Avanti Properties Group, L.L.P., a Delaware limited liability limited
partnership ("APGLLLP")

Dear Buck:

Pursuant to our recent telephone conversations, enclosed is an original and one (1) copy of the Articles of Merger for the above entities. We have decided to qualify APGLLLP to transact business in Florida at a later date.

Also enclosed is this firm's check payable to the Florida Department of State in the amount of \$77.50 for the merger fee.

As usual, we are on an extremely tight schedule. As we discussed, we need these documents filed on December 31, 2001. If you encounter a problem with any of the foregoing, I would appreciate your calling me at the above direct dial number. I am enclosing a return overnight delivery envelope for the filing confirmation.

As always, I am grateful for your assistance in accomplishing the multitude of filings I have with your office. I couldn't do it without you. I hope you had a Happy Holiday and that you will have a happy and prosperous 2002 (we should all be so lucky).

Very truly yours,

Debra A. Zeun
Debra A. Zeun
Legal Assistant

LC-77.50

Enclosures

cc: Lynn E. Fowler, Esq.
J. Clifford Lantz, Esq.

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

AVANTI PROPERTIES GROUP, LLC (L00000013462), A FLORIDA LLC

INTO

AVANTI PROPERTIES GROUP, L.L.L.P., a Delaware entity not qualified in
Florida.

File date: December 31, 2001

Corporate Specialist: Buck Kohr

ARTICLES OF MERGER

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Section 608.438 of the Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the sole merging party (the "Merging Entity") is:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Avanti Properties Group, LLC 431 East Horatio Avenue Suite 210 Maitland, FL 32751	Florida	Limited Liability Company

Florida Document/Registration Number: L00000013462 FEI Number: 59-3433819

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party (the "Surviving Entity") is:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Avanti Properties Group, L.L.L.P. 431 East Horatio Avenue Suite 210 Maitland, FL 32751	Delaware	Limited Liability Limited Partnership

Florida Document/Registration Number: N/A FEI Number: Applied for

THIRD: The attached Agreement and Plan of Merger set forth as Exhibit "A" (the "Agreement") meets the requirements of Section 608.438 of the Florida Statutes, and was approved by each of the Merging Entity and the Surviving Entity in accordance with Chapters 607, 608, and 620 of the Florida Statutes.

FOURTH: The Agreement was approved by the Surviving Entity in accordance with the laws of the State of Delaware.

FIFTH: The Surviving Entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, or members of the Merging Entity.

SIXTH: The Surviving Entity agrees to pay the dissenting members of the domestic limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section 608.4384, Florida Statutes.

SEVENTH: The Agreement is on file at the principal place of business of the Surviving Entity, which is 431 East Horatio Avenue, Suite 210, Maitland, FL 32751.

EIGHTH: A copy of the Agreement will be furnished by the Surviving Entity on request and without cost, to any person holding an interest in Avanti Properties Group, LLC.

NINTH: The Surviving Entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the Surviving Entity pursuant to Section 608.4381(2), Florida Statutes.

TENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

ELEVENTH: The merger shall become effective on the date of the filing of these Articles of Merger.

TWELFTH: The Articles of Merger comply and were executed in accordance with the laws of Delaware and Florida.

[Remainder of page intentionally left blank]

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SIGNATURE FOR EACH PARTY:

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGING ENTITY:

AVANTI PROPERTIES GROUP, LLC

By: Avanti Management Partners, J.V., a Florida joint
venture, sole member

By: Avanti Development Corporation, a Florida
corporation, managing venturer

By: Charles Schwartz
Charles Schwartz, President

SURVIVING ENTITY:

AVANTI PROPERTIES GROUP, L.L.L.P., a
Delaware limited liability limited partnership

By: Avanti Development Corporation, general partner

By: Charles Schwartz
Charles Schwartz, President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

[Attached]

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

01 DEC 31 PM 2:23
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made this 27th day of December, 2001, by and between **AVANTI PROPERTIES GROUP, LLC**, a Florida limited liability company ("APGLLC"), and **AVANTI PROPERTIES GROUP, L.L.L.P.**, a Delaware limited liability limited partnership ("APGLLLP").

WHEREAS, the respective general partner of APGLLLP and the manager of APGLLC deem it to be in the best interests of such limited liability company and limited liability limited partnership that APGLLC be merged with and into APGLLLP (the "Merger"), with APGLLLP being the surviving entity (the "Surviving Entity"); and

WHEREAS, Section 608.4381 of the Florida Statutes, and Section 17-211 of the Delaware Code of Laws provide for and authorize the Merger (collectively, the "Codes");

THEREFORE, APGLLC shall, pursuant to and with the effects provided in the applicable provisions of the Codes, merge with and into the Surviving Entity, the partnership existence of which shall be continued, and thereafter the existence of APGLLC shall cease. The terms and conditions of the Merger and the mode of carrying it into effect shall be as follows:

1. The acts and things required to be done by the Codes to make this Agreement effective, including the filing of articles of merger with the Secretary of State of Florida (the "Articles") and the filing of a certificate of merger or consolidation with the Secretary of State of Delaware (the "Certificate"), shall be attended to and done by the proper representatives of APGLLLP and APGLLC as soon as practicable.
2. The Merger shall be effective on the first day upon which both the Articles and Certificate have been filed (the "Effective Date").
3. On the Effective Date, the Partnership Agreement of APGLLLP shall become the partnership agreement of the Surviving Entity.
4. Upon the Merger becoming effective, the partners of the Surviving Entity shall continue to be the partners of the Surviving Entity.
5. On the Effective Date, the separate existence of APGLLC shall cease and the Surviving Entity shall possess all of the rights, privileges, immunities, powers and franchises, of a public and private nature, of APGLLC and the Surviving Entity; all property, real, personal and mixed, all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to APGLLC shall be

taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed, and the title to any real estate or any interest therein vested in either of APGLLC or the Surviving Entity shall not revert or be in any way impaired by reason of the Merger; the Surviving Entity shall thereafter be responsible and liable for all the liabilities, obligations and penalties of APGLLC and the Surviving Entity; any claim existing or action or proceeding, civil or criminal, pending by or against any of such entities may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place, and any judgment rendered against any of such entities may thereafter be enforced against the Surviving Entity; neither the rights of creditors nor any liens upon the property of APGLLC or the Surviving Entity shall be impaired by the Merger; and the Surviving Entity consents to being sued and served with process in the State of Florida and irrevocably appoints the Florida Secretary of State as its agent to accept service of process in any proceeding in the State of Florida to enforce against the Surviving Entity any obligation of APGLLC or to enforce the rights of a dissenting shareholder of APGLLC.

6. The initial principal office of the Surviving Entity shall have an address of Suite 210, 431 E. Horatio Avenue, Maitland, Florida 32751.

7. This Agreement may be terminated and abandoned by the general partner of APGLLLP at any time prior to the Effective Date, whether before or after approval by the general partner or manager of either party hereto.

8. At any time before or after approval of this Agreement, and to the extent permitted by law, this Agreement may be modified, amended or supplemented by additional agreements, articles or certificates as may be determined in the judgment of the general partner of APGLLLP and the manager of APGLLC to be necessary, desirable or expedient to further the purposes of this Agreement, to clarify the intentions of the parties, to add to or modify the covenants, terms or conditions contained herein, to effectuate or facilitate any consents, approvals, authorizations or permits relating to the Merger, or otherwise to effectuate or facilitate the transactions contemplated by this Agreement.

9. If at any time the Surviving Entity shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the Surviving Entity, according to the terms hereof, the title to any property or rights of APGLLC, the manager of APGLLC shall and will execute and make all such assignments and assurances, and do all things necessary and proper to vest title in such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Agreement.

FILED
JAN 23 PM 2:23
OFFICE OF THE
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, APGLLC and APGLLLP have caused this Agreement to be executed by its duly authorized representatives as of the date and year first above written.

APGLLC:

AVANTI PROPERTIES GROUP, LLC, a Florida limited liability company

By: Avanti Management Partners, J.V., A Florida joint venture, as manager

By: Avanti Development Corporation, a Florida corporation, managing venturer

By: Charles Schwartz
Charles Schwartz, President

(CORPORATE SEAL)

FILED
01 DEC 31 PM 2:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APGLLLP:

AVANTI PROPERTIES GROUP, L.L.L.P., a Delaware limited liability limited partnership

By: Avanti Development Corporation, a Florida corporation, as general partner

By: Charles Schwartz
Charles Schwartz, President

(CORPORATE SEAL)