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Tallahassee, Florida 32301
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L010000014532

November 21, 2001

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Interstate Properties, Inc. into Interstate Properties, LLC

Filing Evidence

- ☒ Plain/Confirmation Copy

☐ Certified Copy

Retrieval Request

- ☐ Photocopy

☐ Certified Copy

Type of Document

- ☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include
Articles & Amendments
☐ Fictitious Name Certificate

☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
01 NOV 21 AM 10:09
DEPARTMENT OF STATE
SECTION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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11/21/01-01077-004
*****60.00 *****60.00

10/21/01

ARTICLES OF MERGER
Merger Sheet

MERGING:

INTERSTATE PROPERTIES, INC., A NON-QUALIFIED GEORGIA ENTITY

into

INTERSTATE PROPERTIES, L.L.C., a Florida entity L01000014532

File date: November 21, 2001

Corporate Specialist: Trevor Brumbley

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

November 21, 2001

UCC FILING & SEARCH SERVICES

SUBJECT: INTERSTATE PROPERTIES, L.L.C.
Ref. Number: L01000014532

We have received your document for INTERSTATE PROPERTIES, L.L.C. and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following:

You failed to make the correction(s) requested in our previous letter.

You must list the members addresses in the plan 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) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 601A00062431

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 13, 2001

UCC FILING & SEARCH SERVICES

SUBJECT: INTERSTATE PROPERTIES, LLC

We have received your document for INTERSTATE PROPERTIES, LLC, however, upon receipt of your document no check was enclosed. Please send a check or money order payable to the Department of State for \$60.00.

You must submit a document entitled "Articles of Merger" and include the following information. Name of each party to the merger. Name of the surviving party. The document numbers and/or federal employer identification numbers for all domestic and qualified foreign entities that are party to the merger. Statement that the plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608 and/or 620.

You must list the members addresses in the plan 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) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 401A00061136

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DIVISION OF CERTIFICATION

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ARTICLES OF MERGER

AGREEMENT AND PLAN OF MERGER OF INTERSTATE PROPERTIES, INC., a Georgia corporation AND INTERSTATE PROPERTIES, LLC, a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER made and entered into this November 9, 2001 (hereinafter referred to as the "Agreement") by and between INTERSTATE PROPERTIES, INC., a Georgia corporation whose address is 1050 Edmiston Place, P.O. Box 952798, Lake Mary, Florida 32795, (hereinafter sometimes referred to as "IPI"), and INTERSTATE PROPERTIES, LLC, a Florida limited liability company whose address is 2101 West State Road 434, Suite 105, Longwood, Florida 32779, (hereinafter sometimes referred to as "SURVIVING PARTY" or "IPL"), with both of said companies being hereinafter sometimes referred to as the "Constituent Companies."

WITNESSETH

WHEREAS, IPI is a corporation duly organized and validly existing under the laws of the State of Georgia whose Federal Identification Number is 58-2097101; and

WHEREAS, IPL is a limited liability company duly organized and validly existing under the laws of the State of Florida whose Federal Identification Number is 59-3743385; and

WHEREAS, the Board of Directors of IPI and the members of IPL deem it advisable and for the benefit of each of said companies and their shareholders and members that IPI merge itself into IPL and that the Plan Of Merger stated herein was duly approved by all shareholders and members of the respective entities in accordance with the By-Laws and Regulations of the respective entities.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises, and covenants hereinafter contained, it is hereby agreed by and between the parties, subject to the approval and adoption of this Agreement by the respective shareholders and members of each of the Constituent Companies, and subject to the conditions hereinafter set forth, that IPI be merged into IPL (hereinafter sometimes referred to as the "Surviving Company"), the existence of which shall be continued under the same name and thereafter the individual existence of IPI shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of IPI into membership interests of the Surviving Company are and shall be as follows :

1.

The acts and things required to be done by the Florida Limited Liability Company Act in order to make this Agreement effective, including the submission of this Agreement to the shareholders and members of both of the Constituent Companies and the filing of the Articles of Merger in the manner provided for in the Florida statutes shall be attended to and completed by the proper officers of the Constituent Companies as soon as practical.

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CLERK OF SUPERIOR COURT
JASSEL FLORES

2.

Upon the merger contemplated herein becoming effective, the members of the Surviving Company shall be as follows: William A. Abruzzino and Rebecca A. Abruzzino whose address is 2101 West State Road 434, Suite 105, Longwood, Florida 32779. Until altered, amended, or repealed as therein provided, the Operating Agreement of IPL as in effect on the Effective Date shall be the Operating Agreement of the Surviving Company.

3.

A. Upon the Effective Date of the merger: (i) the membership interests of IPL issued and outstanding immediately prior to the Effective Date shall evidence one-half (50%) of the membership interests of the Surviving Company; (ii) the shares of the common stock of the IPI shall be converted into one-half (50%) of the membership interests of the Surviving Company.

B. From and after the Effective Date, each holder of any of the shares to be converted as above provided shall be entitled, upon presentation and surrender to the Surviving Company of the certificates representing such shares, to receive in exchange therefor certificates representing the membership interests of the Surviving Company into which such shares shall have been converted. The surrendered shares shall be canceled.

C. Fractional membership interests may be issued or required in conversion of the outstanding common stock of IPI into shares of the Surviving Company.

4.

Upon the Effective Date the separate existence of IPI shall cease and, in accordance with the terms of this Agreement, the Surviving Company shall possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Companies; and all property, real, personal, and mixed and all debts due on whatever account, including subscriptions to shares, and all other choses in action and all and every other interest of or belonging to or due to each of such companies shall be taken or deemed to be transferred to and vested in the Surviving Company without further act or deed; and all property, rights and privileges, powers, and franchises and all and every of other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies, and the title to any real estate, whether by deed or otherwise, vetoed in either of said companies, shall not revert or to be in any way impaired by reason of this merger. The Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Companies and any claim existing or action or proceeding pending by or against either of said Constituent Companies may be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the merger.

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5.

The Surviving Company shall consider or be advised that if any further assignments or assurances in law or any things are necessary or desirable to vest in said company according to the terms hereof, the title to any property or rights of IPI, the proper officers and directors of IPI shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, and otherwise to carry out the purposes of this Agreement.

6.

From the date of this Agreement until the Effective Date or until the abandonment of the merger pursuant to the provisions hereof:

A. IPI and IPL shall continue to conduct their respective businesses in the ordinary course and neither IPI nor IPL shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement. Without limiting the foregoing, neither IPI or IPL shall, during the foregoing period, without the prior written consent of the other: (i) amend its Articles of Incorporation or Articles of Organization except as may be necessary to carry out this Agreement or as required by law; (ii) borrow any money, other than short term borrowings in the ordinary course of business; (iii) issue, sell, encumber or otherwise dispose of any shares of its capital stock or membership interests; (iv) declare, authorize, or pay any dividend on or make any distribution in respect of, redeem, or acquire for value any shares of its capital stock, directly or indirectly; (v) sell, lease or otherwise dispose of any part of its property or assets except in the ordinary course of business; enter into any plans or agreements for the benefit of officers, members, or employees or increase the benefits under any existing such plan; (vi) make any purchase of real estate, personal property, merchandise or securities, except in the ordinary course of business.

B. IPI and IPL shall each make available for examination by the others requested in addition to audited financial statements, any inventory and detailed records in support of such statements; records of important contracts, commitments, leases, licensing agreements, deeds, patents, trademarks and other evidence of interest or ownership and property; detail and status of various funds, plans, profit sharing and deferred compensation agreements and other provisions of either party for the benefit of its officers, members, and employees, income tax returns, audit material and related data; information concerning claims, litigation threatened or pending, and all other information relevant to their respective businesses and to the merger herein contemplated;

C. With respect to all leases and other interests or instruments under which either IPI or IPL is obligated to obtain a consent prior to the merger herein contemplated in order to comply with the conditions thereof or to vest its interest therein in the Surviving Company. IPI and IPL respectively, will exercise all reasonable efforts to obtain such consent.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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7.

IPI represents and warrants to IPL as follows:

A. IPI is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, has full corporate power to carry on its business as it is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

B. All outstanding shares of IPI are validly issued, fully paid, and non-assessable.

C. The balance sheet of IPI as of December 31, 2000 and statement of income and retained earnings for the year then ended, all certified to by Bearden & Smith, Independent Certified Public Accountants, present fairly the financial position and the results of the operations of IPI for the year ending December 31, 2000 in accordance with the generally accepted accounting principles consistently applied. IPI has no liabilities or obligations, either accrued, absolute, contingent or otherwise, which are in the aggregate material, except (i) to the extent reflected in said balance sheet and notes thereto and not paid or discharged prior to the date hereof, and (ii) those incurred in or as a result of the normal and ordinary course of IPI business since December 31, 2000, all of which have been consistent with practices and none of which are materially adverse.

D. IPI has authorized capital stock and at December 31, 2000 had outstanding shares as set forth in the balance sheet.

E. All federal, state, and other tax returns and reports that are required by law to be filed by IPI have been duly filed and all taxes, assessments, fees, and other governmental charges shown to be due on said returns and reports have been paid. Without limiting the foregoing, the balance sheet as of December 31, 2000 includes adequate provision for all taxes, assessments, fees and other governmental charges for all periods through such date.

F. Since December 31, 2000 there has not been: (i) any material adverse change in the financial condition or in the operation, business or property of IPI from that shown on its December 31, 2000 balance sheet, (ii) any damage, destruction, or loss, whether covered by insurance or not, materially affecting the operations, business or property of IPI, (iii) any declaration, setting aside, or payment of any dividend, or any distribution in respect of the common stock of IPI or any redemption, purchase or other acquisition of such stock, or (iv) labor trouble other than routine grievance matters, none of which is material.

G. IPI has good title to all of its property and assets, real and personal, reflected on its December 31, 2000 balance sheet (except properties and assets sold or otherwise disposed of since such date in the ordinary course of business) free and clear of all mortgages, liens, pledges, charges, or encumbrances of any nature whatsoever, except as reflected in said balance sheet and except: (i) liens for current taxes not yet due and payable, and (ii) such imperfections of title,

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easements and encumbrances, if any, as are not substantial in character, amount of extent, and do not materially detract from the value, or interfere with the present or proposed use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which IPI leases any substantial amount of real or personal property are in good standing, valid, and effective in accordance with their respective terms, and there is not under any such leases any existing default or event of default or event which, with notice or lapse of time or both, would constitute a default and in respect of which IPI has not taken adequate steps to prevent a default from occurring. The plants, structures, and equipment of IPI that are necessary to the operation of its business are in good condition and repair, subject only to reasonable wear and tear.

H. There is no suit, action, or litigation, administrative, arbitration or other proceedings, or any change in zoning or building ordinances affecting the leasehold interest of IPI pending or (to the knowledge of the management of IPI) threatened, which might materially and adversely affect the overall financial condition, business or property of IPI. IPI has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations or orders applicable to its business.

I. The execution of this Agreement has been duly authorized by the Board of Directors of IPI and no further corporate action is necessary for the execution hereof. Neither the execution and delivery of this Agreement nor the consummation of the transaction provided for herein, will violate any material agreement to which IPI is a party or by which it is bound or any provisions of the Articles of Incorporation or By-Laws of IPI or any law, order or decree (except that such consummation is subject to shareholder approval as set forth herein).

J. Except to the extent heretofore disclosed in writing to IPL, IPI is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects, or so far as IPI can now foresee, may in the future materially and adversely affect the business operations, prospects, properties, assets or condition, financial or otherwise, of IPI.

8.

IPL represents and warrants to IPI as follows:

A. IPL is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has full power to carry on its business as is now being conducted and to own and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its property requires such qualification.

B. All outstanding membership interests of IPL are validly issued, fully paid, and non-assessable.

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STATE OF FLORIDA
TALLAHASSEE, FLORIDA

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C. The balance sheet of IPL as of August 31, 2001 and statement of income (loss) and retained earnings for the year then ended, all certified to by Bearden & Smith, Independent Certified Public Accountants, copies of which financial statements have been delivered to IPL, present fairly the financial position and the results of the operations of IPL for the year ending August 31, 2001 in accordance with the generally accepted accounting principles consistently applied. IPL has no liabilities or obligations, either accrued, absolute, contingent, or otherwise, which are in the aggregate (in relation to the financial position of IPL) material, except: (i) to the extent reflected in said balance sheet and notes thereto and not paid or discharged prior to the date hereof, and (ii) those incurred in or as a result of the normal and ordinary course of IPL business since August 31, 2001, all of which have been consistent with practices and none of which are materially adverse.

D. IPL has two (2) members and at August 31, 2001 had outstanding membership interests as set forth in the balance sheet.

E. All federal, state, and other tax returns and reports that are required by law to be filed by IPL have been duly filed and all taxes, assessments, fees, and other governmental charges shown to be due on said returns and reports have been paid. Without limiting the foregoing, the balance sheet as of August 31, 2001 includes adequate provision for all taxes, assessments, fees, and other governmental charges for all periods through such date.

F. Since August 31, 2001 there has not been: (i) any material adverse change in the financial condition or in the operation, business or property of IPL from that shown on its August 31, 2001 balance sheet, or in the notes thereto, (ii) any damage, destruction or loss, whether covered by insurance or not, materially affecting the operations, business or property of IPL, (iii) any labor trouble other than routine grievance matters, none of which is material.

G. IPL has good title to all of its property and assets, real and personal, reflected in its August 31, 2001 balance sheet (except properties and assets sold or otherwise disposed of since such date in the ordinary course of business) free and clear of all mortgages, liens, pledges, charges or encumbrances of any nature whatsoever, except as reflected in said balance sheet and except (i) liens for current taxes not yet due and payable, and (ii) such imperfections of title, easements and encumbrances, if any, as are not substantial in character, amount of extent, and do not materially detract from the value, or interfere with the present or proposed use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which IPL leases any substantial amount of real or personal property are in good standing, valid, and effective in accordance with their respective terms, and there is not under any such leases any existing default or event of default or event which, with notice or lapse of time or both, would constitute a default and in respect of which IPL has not taken adequate steps to prevent a default from occurring. The plants, structures, and equipment of IPL which are necessary to the operation of its business are in good condition and repair, subject only to reasonable wear and tear.

H. There is no suit, action, or litigation, administrative, arbitration or other proceedings, or any change in zoning or building ordinances affecting the leasehold interest of IPL.

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pending or (to the knowledge of the management of IPL) threatened, which might materially and adversely affect the overall financial condition, business or property of IPL. IPL has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations or orders applicable to its business.

I. The execution of this Agreement has been duly authorized by all members of IPL and no further action is necessary for the execution hereof. Neither the execution and delivery of this Agreement nor the consummation of the transaction provided for herein, will violate any material agreement to which IPL is a party or by which it is bound or any provisions of the Articles of Organization or Operating Agreement of IPL or any law, order, or decree (except that such consummation is subject to shareholder approval as set forth herein).

J. Except to the extent heretofore disclosed to IPI in writing, IPL is not a party to any agreement or instrument or subject to any charter or other restriction or any judgment, order, writ, injunction, decree, rule, or regulation which materially and adversely affects, or so far as IPL can now foresee, may in the future materially and adversely affect the business operations, prospects, properties, assets or condition, financial or otherwise, of IPL.

9.

Anything contained herein to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger:

A. By mutual consent of the Board of Directors of IPI and the members of IPL expressed in an instrument in writing signed on behalf of each by its officers and members.

B. By the Board of Directors and/or the managing member of either of the Constituent Companies, if this Agreement is not duly approved by the shareholders and the members of the Constituent Companies prior to the 30th day of October, 2001 or such later date as the parties shall mutually approve.

In the event of termination or abandonment as herein provided, the party so electing shall give notice thereof to the other party to this Agreement.

10.

If the merger contemplated hereby becomes effective, all expenses incurred herein shall be borne by the Surviving Company. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the Constituent Companies shall bear its own expenses, separately incurred in connection herewith, with no liability to the other party hereto, and each shall pay one-half of the expenses incurred by them jointly.

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TALLAHASSEE, FLORIDA

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11.

Each of the Constituent Companies represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent's commissions in connection with the Agreement and the merger contemplated hereby.

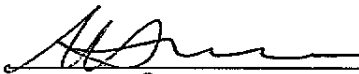
12.

At any time before or after approval and adoption by the respective shareholders and members of the Constituent Companies, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates as may be mutually determined by the Constituent Companies to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose of intent of this Agreement.

IN WITNESS WHEREOF, IPI and IPL have each caused this Agreement and Plan of Merger to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on the 8 day of NOVEMBER, 2001.

Attest:


INTERSTATE PROPERTIES, INC.,
a Georgia corporation


Secretary Acting

By: 
President

[CORPORATE SEAL]

INTERSTATE PROPERTIES, LLC,
a Florida limited liability company

By: 
Member
2101 W. State Road 434
Suite 105
Longwood, Florida 32779

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