

Division of Corporations

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L020000009310**Florida Department of State**

Division of Corporations

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FILED**MERGER OR SHARE EXCHANGE****UNIVERSAL STUDIOS WATER PARKS FLORIDA LLC**

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FLORIDA DEPARTMENT OF STATE

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UNIVERSAL STUDIOS WATER PARKS FLORIDA LLC
100 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA 91608

SUBJECT: UNIVERSAL STUDIOS WATER PARKS FLORIDA LLC
REF: L02000009310

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

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) 245-6967.

Michelle Hodges
Document Specialist

FAX Aud. #: H02000115149
Letter Number: 602A00026492

ARTICLES OF MERGER
Merger Sheet

MERGING:

UNIVERSAL STUDIOS WATER PARKS OF FLORIDA, INC., J08109, A Florida
Corporation

INTO

UNIVERSAL STUDIOS WATER PARKS FLORIDA LLC, a Florida entity,
L02000009310

File date: April 30, 2002

Corporate Specialist: Michelle Hodges

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TALLAHASSEE FLORIDA

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ARTICLES OF MERGER
OF
UNIVERSAL STUDIOS WATER PARKS FLORIDA, INC. INTO
UNIVERSAL STUDIOS WATER PARKS FLORIDA LLC

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Pursuant to Section 607.1109 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Company Act (together the "Florida Acts"), the undersigned hereby submits these Articles of Merger for filing and certifies that:

1. The names and jurisdictions of formation or organization of each of the limited liability companies or corporations which are to merge are:

Name	Jurisdiction
Universal Studios Water Parks Florida, Inc.	Florida
Universal Studios Water Parks Florida LLC	Florida

2. A Plan and Agreement of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged in accordance with the Florida Acts by Universal Studios Water Parks Florida LLC and Universal Studios Water Parks Florida, Inc. The Merger Agreement is attached hereto as Exhibit A.

3. Universal Studios Water Parks Florida LLC will be the surviving entity of the merger. The disappearing entity in the merger is Universal Studios Water Parks Florida, Inc.

4. The effective date of the merger contemplated by the Merger Agreement shall be the date on which these Articles of Merger are filed in the office of the Department of State of the State of Florida.

5. The total number of outstanding shares of each class of Universal Studios Water Parks Florida, Inc. entitled to vote on the merger was 6,000, and the principal terms of the Merger Agreement were unanimously approved by the sole shareholder of Universal Studios Water Parks Florida, Inc.

6. Universal Studios Water Parks Florida LLC is authorized by Section 608.438 of the Florida Limited Liability Company Act to effect the merger.

7. Universal Studios Water Parks Florida LLC has agreed to pay promptly to the dissenting shareholders of Universal Studios Water Parks Florida, Inc. the amount, if any, to which they are entitled under Section 607.1302 of the Florida Acts.

8. A copy of the Merger Agreement is on file at a place of business of the surviving limited liability company located at 100 Universal City Plaza, Universal City, CA 91608.

9. A copy of the Merger Agreement will be furnished by Universal Studios Water Parks Florida LLC, as the surviving limited liability company, on request and without cost, to any member of Universal Studios Water Parks Florida LLC or any person holding an interest in Universal Studios Water Parks Florida, Inc.

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TALLAHASSEE, FLORIDA

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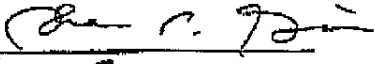
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IN WITNESS WHEREOF, these Articles of Merger have been duly executed as
of the 29 day of April, 2002, and is being filed in accordance with the Florida Acts.

**UNIVERSAL STUDIOS WATER PARKS
FLORIDA LLC**

By: 

Name: Sharon Garcia

Title: Authorized Person

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EXHIBIT A
MERGER AGREEMENT

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PLAN AND AGREEMENT OF MERGER

This **PLAN AND AGREEMENT OF MERGER**, dated as of April 29, 2002 (this "**Agreement**"), is by and between Universal Studios Water Parks Florida, Inc., a Florida corporation (the "**Disappearing Corporation**"), and Universal Studios Water Parks Florida LLC, a Florida limited liability company (the "**LLC**" or the "**Surviving Entity**"), and said two entities being herein sometimes collectively called the "**Constituent Entities**").

RECITALS

WHEREAS, the Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Florida.

WHEREAS, the LLC is a limited liability company duly formed and existing under the laws of the State of Florida.

WHEREAS, the Disappearing Corporation has an authorized capitalization consisting of 6,000 shares of common stock, par value \$1.00 per share (the "**Common Stock**"), of which 6,000 shares are issued and outstanding on the date hereof.

WHEREAS, the LLC has one member holding one hundred percent (100%) of its limited liability company interests on the date hereof.

WHEREAS, pursuant to the terms and conditions set forth herein and the applicable provisions of the laws of the State of Florida, the parties intend that the Disappearing Corporation merge with and into the LLC (the "**Merger**"), and that upon the Effective Date (as defined herein) of the Merger, all of the Common Stock issued and outstanding immediately prior to the Effective Date as defined herein will be cancelled without consideration.

NOW, THEREFORE, in consideration of the representations and warranties, agreements and obligations herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1

Terms and Conditions of the Merger

1.1 On the Effective Date, the Disappearing Corporation shall be merged with and into the LLC, with the LLC as the surviving entity, and the separate existence of the Disappearing Corporation shall cease.

1.2 On the Effective Date, all outstanding shares of Common Stock shall, by virtue of the Merger, be cancelled without consideration.

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Section 2
Effective Date

2.1 This Agreement and the consummation of the Merger have been approved by the member of the LLC and shall be submitted to the directors and shareholders of the Disappearing Corporation entitled to vote thereon.

2.2 On the Effective Date and subject to the terms and conditions hereof, the parties hereto shall cause the Merger to be consummated by the filing of articles of merger meeting the requirements of the Florida Limited Liability Company Act and the Florida Business Corporation Act (the "Articles of Merger") with the Department of State of the State of Florida.

2.3 The Merger shall become effective at the time and on the date that the Articles of Merger are filed with the Department of State of the State of Florida, herein sometimes referred to as the "Effective Date."

Section 3
Representations, Covenants and Agreements

3.1 The LLC represents, covenants and agrees that it has presented this Agreement for adoption or rejection by its member(s) (and has received all necessary approvals), and will furnish to such member(s) such documents and information in connection therewith as is required by law.

3.2 The Disappearing Corporation represents, covenants and agrees that it has presented this Agreement for adoption or rejection by its directors and shareholders (and has received all necessary approvals), and will furnish to such directors and shareholders such documents and information in connection therewith as is required by law.

3.3 Each party hereto covenants and agrees that it will not, prior to the Effective Date of the Merger, issue any equity interest in it without the prior written consent of the other party hereto.

3.4 Upon the Effective Date, the LLC hereby agrees to be bound by the terms and conditions of all agreements of the Disappearing Corporation, to which it shall become a party by virtue of the Merger. On the Effective Date, the LLC shall continue in existence as the Surviving Entity, and without further action, succeed to and possess all of the rights, privileges and powers of the Disappearing Corporation, and all of the assets and property of whatever kind and character of the Disappearing Corporation shall vest in the LLC without further act or deed; thereafter, the LLC, as the Surviving Entity, shall be liable for all of the liabilities and obligations of the Disappearing Corporation, and any claim or judgment against the Disappearing Corporation may be enforced against the LLC, as the Surviving Entity, in accordance with the Florida Limited Liability Company Act. If at any time the LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of the Disappearing Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Disappearing Corporation as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or

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proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

Section 4

Articles of Organization; Limited Liability Company Operating Agreement

4.1 The Articles of Organization of the LLC in effect on the Effective Date shall be the Articles of Organization of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of the LLC Operating Agreement (as defined below) and applicable law. There are no managers of the LLC, and the LLC shall be member-managed.

4.2 The limited liability company operating agreement of the LLC in effect on the Effective Date (the "LLC Operating Agreement") shall be the limited liability company operating agreement of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

4.3 The officers of the LLC on the Effective Date shall be the officers of the Surviving Entity.

4.4 The members of the LLC on the Effective Date shall be the members of the Surviving Entity, until additional or substituted members are admitted in accordance with the LLC Operating Agreement or applicable law.

Section 5

Amendment and Termination

5.1 At any time prior to the filing of the Articles of Merger with the Department of State of the State of Florida, this Agreement may be terminated and abandoned by the Board of Directors of the Disappearing Corporation or the members of the LLC, notwithstanding favorable action on the Merger by the directors of the Disappearing Corporation or the member(s) of the LLC.

Section 6

Miscellaneous

6.1 To the extent permitted by law, this Agreement may be amended by an agreement in writing signed by both parties hereto at any time prior to the Effective Date, with respect to any of the terms contained herein except the terms of the cancellation provided for in Section 1.2.

6.2 Each party shall execute and deliver any further instruments and take such other action as the other party may reasonably request to consummate the transactions contemplated hereby.

6.3 This Agreement shall be construed in accordance with the substantive laws of the State of Florida.

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IN WITNESS WHEREOF, the Disappearing Corporation and the LLC have each caused this Agreement to be executed as of the date first written above.

**UNIVERSAL STUDIOS WATER PARKS
FLORIDA, INC.**

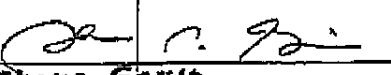
By: 

Name: Sharon Garcia

Title: Secretary

**UNIVERSAL STUDIOS WATER PARKS
FLORIDA LLC**

By: Universal Studios Water Parks, Inc.,
as Sole Member

By: 

Name: Sharon Garcia

Title: Secretary

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