

Document Number Only

L9 8000001921

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

LAKUUUUU1921

Palmetto Flexspace, Inc

into:

Palmetto Flexspace LLC

700002646337-15

-09/22/98-01071-012

\*\*\*\*\*70.00 \*\*\*\*\*70.00

CF = 17.50

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Amendment

☐ Dissolution/Withdrawal

☐ Annual Report

☐ Fict. Filing

☐ Photo Copies

☐ Call if Problem

☐ Will Wait

☒ Merger

☐ Mark

☐ Other

☐ Change of R/C

☐ UCC-1

☐ CUS

☐ After 4:30

☒ Pick Up

Name  
Availability

Document  
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

SEP 22 1998

127

Please Return Extra Copy(s)  
Filed Stamp

Thanks, Melanie

700002646337-15

-09/23/98-01082-026

\*\*\*\*\*17.50 \*\*\*\*\*17.50

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ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

PALMETTO FLEXSPACE, INC. (P98000042187)

INTO

**PALMETTO FLEXSPACE LLC**, a Florida entity, L98000001921.

File date: September 22, 1998

Corporate Specialist: Buck Kohr

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**ARTICLES OF MERGER  
OF  
PALMETTO FLEXSPACE, INC.  
INTO  
PALMETTO FLEXSPACE LLC**

**Dated September [7], 1998**

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The undersigned corporation formed and existing under and by virtue of the Florida Business Corporation Act, Florida Statutes § 607.0101, *et seq.* (the "Act"),

**DOES HEREBY CERTIFY:**

**FIRST:** The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
Palmetto FlexSpace, Inc.	Florida
Palmetto FlexSpace LLC	Florida

**SECOND:** An Agreement and Plan of Merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged in accordance with Section 607.1108 of the Act by (i) PALMETTO FLEXSPACE, INC., a Florida corporation (the "Corporation") and (ii) PALMETTO FLEXSPACE LLC, a Florida limited liability company (the "Company"). A copy of the Plan of Merger is attached as Exhibit A hereto and incorporated herein by this reference. The Plan of Merger was approved by the sole director and sole shareholder of the Corporation on September [7], 1998 and by the managing member of the Company on September [7], 1998.

**THIRD:** The surviving entity of the merger is the Company (the "Surviving Company"). The business address of the Surviving Company is 1400 N.W. 107<sup>th</sup> Avenue, Miami, Florida 33172-1704. The names and addresses of the managing member of the Surviving Company are as follows:

<u>Name of Managing Member</u>	<u>Address</u>
AP-Adler Investment Fund, L.P. (a Delaware limited partnership)	1400 N.W. 107 <sup>th</sup> Avenue Miami, Florida 33172-2704

**FOURTH:** The merger of the Corporation with and into the Company shall be effective upon the filing of this Articles of Merger with the Secretary of State of the State of Florida.

**FIFTH:** The executed Plan of Merger is on file at the principal place of business of the Surviving Company.

SIXTH: A copy of the Plan of Merger will be furnished by the Surviving Company, on request and without cost, to any member of the Surviving Company, and to any person holding an interest in the Corporation.

SEVENTH: The Surviving Company is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation to or the rights of dissenting shareholders of the Corporation.

EIGHTH: The Surviving Company has agreed to promptly pay to the dissenting shareholders of the Corporation the amount, if any, to which they are entitled under Section 607.1302 of the Florida Statutes.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Corporation and the Company by their authorized officers as of the year and date first above written.

Attest:

Secretary

PALMETTO FLEXSPACE, INC., a Florida corporation

By:

President

PALMETTO FLEXSPACE LLC, a Florida limited liability company

By: AP-ADLER INVESTMENT FUND, L.P., a Delaware limited partnership, *its managing member*

By: ADLER NEWCO GP, INC., a Florida corporation, *its managing general partner*

Attest:

Secretary

By:

President

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STATE OF FLORIDA     )  
                                  )ss:  
COUNTY OF DADE     )

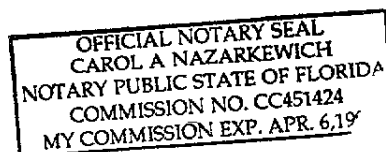
BEFORE ME, the undersigned officer a Notary Public authorized to administer oaths and take acknowledgments in and for the State and County set forth above, personally appeared Michael Adler, who is known to me and known by me to be the person who executed the foregoing Articles of Merger, or who presented \_\_\_\_\_ as identification, and he acknowledge to me that he executed these Articles of Merger as President of Palmetto FlexSpace, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County as aforesaid, this 17<sup>th</sup> day of September, 1998.

Carol A. Nazarkewich  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

(SEAL)



STATE OF FLORIDA     )  
                                  )ss:  
COUNTY OF DADE     )

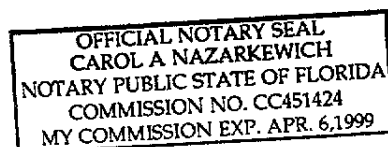
BEFORE ME, the undersigned officer a Notary Public authorized to administer oaths and take acknowledgments in and for the State and County set forth above, personally appeared Michael Adler, who is known to me and known by me to be the person who executed the foregoing Articles of Merger, or who presented \_\_\_\_\_ as identification, and he acknowledge to me that he executed these Articles of Merger as President of Adler Newco GP, Inc., the managing general partner of AP-Adler Investment Fund, L.P., the managing member of Palmetto FlexSpace LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County as aforesaid, this 17<sup>th</sup> day of September, 1998.

Carol A. Nazarkewich  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

(SEAL)



**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
PALMETTO FLEXSPACE, INC.  
AND  
PALMETTO FLEXSPACE LLC**

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AGREEMENT AND PLAN OF MERGER, dated as of September 17, 1998 (this "Agreement"), between PALMETTO FLEXSPACE, INC., a Florida corporation (the "Corporation"), and PALMETTO FLEXSPACE LLC, a Florida limited liability company (the "Company").

**WITNESSETH:**

WHEREAS, the Company desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of the Corporation by means of a merger of the Corporation with and into the Company; and

WHEREAS, Section 607.1108 of the Florida Statutes authorizes the merger of a Florida corporation with and into a Florida limited liability company; and

WHEREAS, the Corporation and the Company now desire to merge (the "Merger"), following which the Company shall be the surviving entity; and

WHEREAS, the Corporation's Articles of Incorporation and By-laws permit, and resolutions adopted by the Corporation's Board of Directors and its shareholder authorize this Agreement and the consummation of the Merger; and

WHEREAS, the managing member of the Company has approved this Agreement and the consummation of the Merger.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE I  
THE MERGER**

SECTION 1.01. *The Merger.* (a) At the Effective Time, as defined below, the Company, which shall be the surviving entity, shall merge with the Corporation and shall file articles of merger substantially in the form of Exhibit 1 hereto (the "Articles of Merger") with the Secretary of State of the State of Florida and make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective at such time as is specified in the Articles of Merger (the "Effective Time").

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(b) At the Effective Time, the Corporation shall be merged with and into the Company, whereupon the separate existence of the Corporation shall cease, and the Company shall be the surviving entity of the Merger (the "Surviving Company") in accordance with Section 607.11101 of the Florida Statutes.

SECTION 1.02. *Treatment of Outstanding Stock and Membership Interests.* At the Effective Time:

(a) All of the shares of capital stock of the Corporation outstanding immediately prior to the Effective Time shall be canceled without payment of any consideration therefor and without any conversion thereof; and

(b) Each membership interest in the Company outstanding immediately prior to the Effective Time shall remain outstanding.

## ARTICLE II THE SURVIVING COMPANY

SECTION 2.01. *Constituent Documents.* The articles of organization and the operating agreement of the Company in effect at the Effective Time shall be the articles of organization and the operating agreement of the Surviving Company unless and until amended in accordance with its terms and applicable law. The name of the Surviving Company shall be Palmetto FlexSpace LLC.

SECTION 2.02. *Address of Company.* The business address of the Surviving Company as of the Effective Time shall be 1400 N.W. 107<sup>th</sup> Avenue, Miami, Florida 33172-2704.

SECTION 2.03. *Managing Member.* The managing member of the Surviving Company and its business address is as follows:

<u>Name of Managing Member</u>	<u>Business Address</u>
AP-Adler Investment Fund, L.P. (a Delaware limited partnership)	1400 N.W. 107 <sup>th</sup> Avenue Miami, Florida 33172-2704

## ARTICLE III TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. *Transfer, Conveyance and Assumption.* At the Effective Time, the Company shall continue in existence as the Surviving Company, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Corporation, and all of the assets and property of whatever kind and character of the Corporation shall vest in the Company without further act or deed; thereafter, the Company, as the Surviving

Company, shall be liable for all of the liabilities and obligations of the Corporation and any claim or judgment against the Corporation may be enforced against the Company, as the Surviving Company, in accordance with Section 607.11101 of the Florida Statutes.

SECTION 3.02. *Further Assurances.* If at any time the Company 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 Company the title to any property or right of the Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances to do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company and otherwise to carry out the provisions hereof.

SECTION 3.03. *Dissenter's Rights.* The managing member of the Company, in its capacity as the sole holder of capital stock of the Corporation, has waived any dissenter's rights and is not entitled to any amounts under Section 607.1302 of the Florida Statutes.

#### ARTICLE IV TERMINATION

SECTION 4.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the managing member of the Company and the Board of Directors of the Corporation;

(ii) by either the managing general partner of the Company, or the Board of Directors of the Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Corporation or the Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. *Effect of Termination.* If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

#### ARTICLE V MISCELLANEOUS

SECTION 5.01. *Authorization.* The managing member of the Surviving Company shall be authorized, at such time in its sole discretion as it deems appropriate to execute, acknowledge, verify, deliver, file and record, for and in the name of the Company and, to the extent necessary, the members of the Company and the shareholders of the Corporation, and any and all documents and instrument including, without limitation, the Articles of

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Organization or the operating agreement of the Surviving Company, and the Articles of Merger, and shall do and perform any and all acts required by applicable law which the managing member of the Surviving Company deems necessary or advisable, in order to effectuate the Merger.

SECTION 5.02. *Amendments; No Waivers.* (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the managing member of the Company, on behalf of the Company, and by the Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 5.03. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

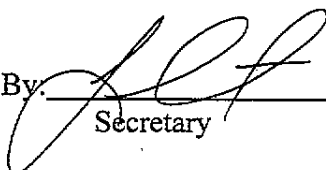
SECTION 5.04. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflicts of law.

SECTION 5.05. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first-above written.

Attest:

PALMETTO FLEXSPACE, INC., a Florida corporation

By:   
Secretary

By:   
President

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PALMETTO FLEXSPACE LLC, a Florida  
limited liability company

By: AP-ADLER INVESTMENT FUND,  
L.P., a Delaware limited partnership,  
*its managing member*

Attest:

By: ADLER NEWCO GP, INC., a  
Florida corporation, *its managing  
general partner*

By: \_\_\_\_\_

Secretary

By: \_\_\_\_\_

President

**PALMETTO FLEXSPACE, INC.**

**JOINT CONSENT OF THE SOLE DIRECTOR AND SOLE SHAREHOLDER**

**AS OF**

**SEPTEMBER 17<sup>th</sup>, 1998**

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The undersigned, being the Sole Director and the Sole Shareholder of PALMETTO FLEXSPACE, INC., a Florida corporation (the "Corporation"), do hereby consent in writing to the adoption of the following resolutions:

RESOLVED, that the Board of Directors of the Corporation deem it to be in the best interest of the Corporation to enter into an Agreement and Plan of Merger by and between the Corporation and Palmetto FlexSpace LLC, a Florida limited liability company (the "Company"), substantially in the form attached hereto (the "Merger Agreement"), pursuant to which the Corporation will merge with and into the Company, in accordance with the terms of the Merger Agreement; and be it further

RESOLVED, that the Merger Agreement be, and hereby is, adopted and approved by the Board of Directors and submitted and recommended to the Sole Shareholder of the Corporation for further approval; and be it further

RESOLVED, that the Merger Agreement be, and hereby is, adopted and approved by the Sole Shareholder of the Corporation; and be it further

RESOLVED, that the President and Vice President of the Corporation be, and each of them hereby is, authorized and directed to execute and deliver the Merger Agreement on behalf of the Corporation, with such changes therein or additions thereto as the officer executing the Merger Agreement shall approve, such approval to be conclusively evidenced by such execution; and be it further

RESOLVED, that after the execution and delivery of the Merger Agreement, the President, Vice President and the Secretary of the Corporation be, and each of them hereby is, authorized and directed to execute and file Articles of Merger with the Secretary of State of the State of Florida, in accordance with the applicable provisions of Section 607.1108 of the Florida Business Corporation Act; and be it further

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RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby is, authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation or otherwise as each such officer may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions and to be in the best interests of the Corporation (as conclusively evidenced by the taking of such action or the execution and delivery of such agreements, undertakings, documents, instruments or certificates, as the case may be, by or under the direction of any authorized officer), and that all acts, deeds and things heretofore done or performed by the officers of the Corporation in connection with the subject of the foregoing resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

IN WITNESS WHEREOF, this Consent is executed effective as of the date first above written.

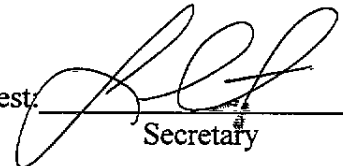
**BOARD OF DIRECTORS:**

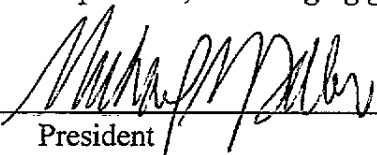
  
\_\_\_\_\_  
Michael M. Adler

**SOLE SHAREHOLDER:**

AP-ADLER INVESTMENT FUND, L.P.

By: ADLER NEWCO GP, INC., a Florida  
corporation, *its managing general partner*

Attest:   
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
President