

P 01000093169

FILED

01 DEC 24 PM 4:41

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



ACCOUNT NO. : 072100000032

REFERENCE : 519296 4144A

*Teresa Pujot*

AUTHORIZATION :

COST LIMIT : \$ 78.75

ORDER DATE : December 24, 2001

ORDER TIME : 9:49 AM

ORDER NO. : 519296-005

CUSTOMER NO: 4144A

CUSTOMER: Ms. Kim Lucas  
Holland & Knight Llp  
Suite 3000  
701 Brickell Avenue  
Miami, FL 33131

ARTICLES OF MERGER

*Merger  
12-26-01  
PKS*

FOREST & LAKES PLANTATION,  
INC.

400004737454--7

INTO

FOREST & LAKES PLANTATION,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Janna Wilson  
EXAMINER'S INITIALS: \_\_\_\_\_

TALLAHASSEE, FLORIDA  
DIVISION OF CORPORATIONS  
DEPARTMENT OF STATE  
01 DEC 24 AM 10:24

RECEIVED

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

FOREST & LAKES PLANTATION, INC., an Ohio corporation not qualified in  
Florida

INTO

**FOREST & LAKES PLANTATION, INC.**, a Florida entity, P01000093169

File date: December 24, 2001

Corporate Specialist: Doug Spitler

Account number: 072100000032

Amount charged: 78.75

**FILED**

01 DEC 24 PM 4:41

**ARTICLES OF MERGER  
OF  
FOREST & LAKES PLANTATION, INC.,  
an Ohio Corporation  
INTO  
FOREST & LAKES PLANTATION, INC.,  
a Florida Corporation**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1109, Florida Statutes, the undersigned adopt the following Articles of Merger for the purpose of merging the FOREST & LAKES PLANTATION, INC., an Ohio corporation into FOREST & LAKES PLANTATION, INC., a Florida corporation.

1. The names of the entities which are parties to the merger are FOREST & LAKES PLANTATION, INC., an Ohio corporation (the "Merging Entity") and FOREST & LAKES PLANTATION, INC., a Florida corporation (the "Surviving Entity"), as the surviving corporation.

2. The Plan and Agreement of Merger, a copy of which is attached as Exhibit A hereto and is hereby incorporated within these Articles of Merger, was approved by the shareholders of the Merging Entity and the shareholders of the Surviving Entity on November 30<sup>th</sup>, 2001, in the manner prescribed under Section 607.1103, Florida Statutes.

3. There shall be no change in the Articles of Incorporation of the Surviving Entity.

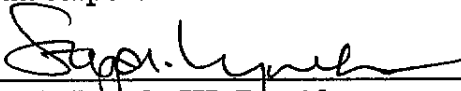
4. The effective date of the merger shall for all purposes be the date of filing of this Articles of Merger.

This Articles of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.


[Signature Blocks Appear on the Following Page]

**NOW, THEREFORE**, the undersigned have caused this Articles of Merger to be executed on this 30<sup>th</sup> day of November, 2001.

**FOREST & LAKES PLANTATION, INC.**  
a Florida corporation

By:   
Stephen A. Lynch, III, President

**FOREST & LAKES PLANTATION, INC.,**  
an Ohio corporation

By:   
Stephen A. Lynch, III, President

**PLAN AND AGREEMENT OF MERGER  
OF  
FOREST & LAKES PLANTATION, INC.,  
an Ohio Corporation  
INTO  
FOREST & LAKES PLANTATION, INC.,  
a Florida Corporation**

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of the 30<sup>th</sup> day of November, 2001 by and between FOREST & LAKES PLANTATION, INC., an Ohio corporation (the "Merging Entity"), and FOREST & LAKES PLANTATION, INC., a Florida corporation (the "Surviving Entity").

**W I T N E S S E T H:**

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Ohio;

WHEREAS, the Surviving Entity is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the laws of the State of Florida and Ohio permit a merger of an Ohio corporation with and into a Florida corporation;

WHEREAS, the Board of Directors of the Merging Entity deem it advisable and in the best interest of the Merging Entity and its shareholder, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes;

WHEREAS, the Board of Directors of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity and its shareholder, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes;

WHEREAS, the Board of Directors of the Merging Entity and the Surviving Entity have approved the terms and conditions of this Agreement and directed that the proposed merger be submitted to the shareholders of the Merging Entity and the Surviving Entity and have recommended to such shareholders the approval of the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, as a single corporation, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving corporation and they further agree as follows:

a. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall be as appears in the Articles of Incorporation of the Surviving Entity as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the Effective Date (as defined below), and until further amended, altered, or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Entity.

b. The Bylaws of the Surviving Entity in effect on the effective date, if any, shall be the Bylaws of the Surviving Entity until it shall be altered, amended, or replaced or until new Bylaws are adopted as provided therein.

c. The officers and Board of Directors of the Surviving Entity shall be the officers and Board of Directors of the Surviving Entity on the Effective Date.

2. This Agreement was submitted to the shareholders of the Merging Entity and the Surviving Entity for their consent and approval in accordance with Section 607.1103 of the Florida Statutes, was adopted and approved in accordance with the laws of the State of Florida, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.

3. The effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be the date of filing of the Articles of Merger (the "Effective Date" of the merger).

4. On the Effective Date, (i) each share of the Merging Entity's common stock issued and outstanding as of the date thereof will be cancelled without any consideration being paid therefor, and (ii) each share of the Surviving Entity's common stock outstanding immediately prior to the Effective Date will continue to represent one share of common stock of the Surviving Entity.

5. On the Effective Date, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

6. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the

merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

7. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

8. The principal office of the Surviving Entity shall be FOREST & LAKES PLANTATION, INC. c/o Northern Trust Bank of Florida N.A., 700 Brickell Avenue, Miami, FL 33131 Attn: Nancy Williams Stroh.

9. The Surviving Entity hereby consents to be sued and served with process in the State of Ohio in any proceeding for the enforcement of any obligation of the Merging Entity. The Surviving Entity irrevocably appoints the Secretary of State of Ohio as its agent to accept service of process in any such proceeding in the State of Ohio.

10. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

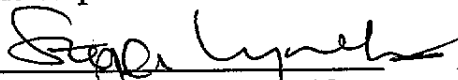
11. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and

assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.


This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

FOREST & LAKES PLANTATION, INC.,  
an Ohio corporation

By:   
Stephen A. Lynch, III, President

FOREST & LAKES PLANTATION, INC.  
a Florida corporation

By:   
Stephen A. Lynch, III, President