

P37010

Document Number Only

CT Corporation System  
660 East Jefferson Street  
Tallahassee, FL 32301  
Tel 850 222 1092  
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Attn: Jeff Netherton

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-12/29/99--01066--019  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

CORPORATION(S) NAME

Wilma South Management Corporation

Merging: Wilma South Realty Corporation of Florida

EFFECTIVE DATE  
12/31/99

FILED  
99 DEC 29 PM 3:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name \_\_\_\_\_  
Availability \_\_\_\_\_  
Document \_\_\_\_\_  
Examiner \_\_\_\_\_  
Updater \_\_\_\_\_  
Verifier \_\_\_\_\_  
Acknowledgement \_\_\_\_\_  
W.P. Verifier \_\_\_\_\_

12/22/99

merge

S. PAYNE DEC 30 1999

RECEIVED  
99 DEC 29 PM 12:11  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

WILMA SOUTH REALTY CORPORATION OF FLORIDA, a FL corp. V06139

into

**WILMA SOUTH MANAGEMENT CORPORATION**, a Georgia entity P37010

File date: December 29, 1999 , effective December 31, 1999

Corporate Specialist: Susan Payne

**ARTICLES OF MERGER OF  
WILMA SOUTH REALTY CORPORATION of FLORIDA,  
A FLORIDA CORPORATION; INTO  
WILMA SOUTH MANAGEMENT CORPORATION  
A GEORGIA CORPORATION**

FILED

99 DEC 29 PM 3:30

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

12/31/99

Pursuant to the provisions of Section 607.1104 and 607.1105 of the Florida 1989 Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the corporations participating in the merger and the states under the laws of which they are respectively organized are as follows:

Name of Corporation

State

Wilma South Management Corporation (parent and surviving corporation)  
Wilma South Realty Corporation of Florida (subsidiary)

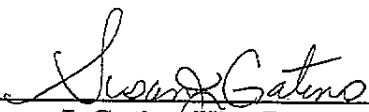
Georgia  
Florida

2. The Agreement and Plan of Merger, dated effective as of December 31, 1999, is set forth as Exhibit A (the "Plan"). The Plan meets the requirements of all applicable jurisdictions and was approved by all parties to the merger in accordance with the respective laws of all applicable jurisdictions.
3. The Surviving Corporation 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 shareholder party to the merger.
4. The surviving entity agrees to pay the dissenting shareholders that are a party to the merger the amount, if any, to which they are entitled under Florida Statutes.
5. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.
6. Wilma South Management Corporation, as the owner of all the outstanding shares of Wilma South Realty Corporation of Florida, has waived the requirement to obtain in the mail a copy of the Plan of Merger and has waived the thirty (30) days period to consider the Plan of Merger.
7. Shareholder approval of the Agreement and Plan of Merger was not required.
8. The merger shall be effective December 31, 1999.
9. The merger is permitted under the respective laws of all applicable jurisdictions.

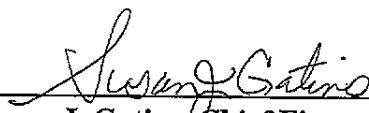
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IN WITNESS WHEREOF, each of the undersigned corporations has caused this instrument to be executed by and on its behalf and in its corporate name as of December 21, 1999.

**WILMA SOUTH REALTY CORPORATION of  
FLORIDA, A FLORIDA CORPORATION;**

By   
Susan J. Gatins, Vice-President

**WILMA SOUTH MANAGEMENT  
CORPORATION, A GEORGIA  
CORPORATION;**

By   
Susan J. Gatins, Chief Financial Officer

**Exhibit A**

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made effective as of December 31, 1999, by and among Wilma South Management Corporation, a Georgia Corporation (the "Parent Corporation"), and Wilma South Realty Corporation of Florida ("Wilma Florida") a Florida Corporation (collectively, the "Subsidiary Corporation") (the Parent Corporation and the Subsidiary Corporation are sometimes collectively referred to herein as the "Constituent Corporations").

WHEREAS, the Parent Corporation is a corporation duly organized and validly existing under the laws of the State of Georgia pursuant to Articles of Incorporation filed in the office of the Secretary of State of Georgia on December 12, 1991 and is authorized to issue one hundred thousand (100,000) shares of Common Stock, \$1.00 par value per share ("Parent Corporation Stock"), of which one hundred thousand (100,000) shares are issued and outstanding as of the date of this Merger Agreement; and

WHEREAS, Wilma Florida is a corporation duly organized and validly existing under the laws of the State of Florida pursuant to Articles of Incorporation filed in the office of the Secretary of State of Florida on January 13, 1992 and is authorized to issue one hundred (100) shares of Common Stock, \$1.00 par value per share, of which five hundred (100) shares are issued and outstanding as of the date of this Merger Agreement; and

WHEREAS, the Parent Corporation is the sole shareholder of the outstanding Common Stock of Wilma Florida (collectively, "Subsidiary Stock"); and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable that the Constituent Corporations be merged into a single corporation (Parent Corporation, in its capacity as the surviving corporation in the Merger, is sometimes referred to herein as the "Surviving Corporation"), with the Parent Corporation being the surviving corporation, upon the terms and conditions set forth in this Merger Agreement and pursuant to the applicable laws of the jurisdiction under which the Constituent Corporations are organized.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as the parties hereto deem necessary or desirable, the parties hereto agree as follows:

## **ARTICLE ONE**

1.1. In accordance with the provisions of the applicable laws of the jurisdiction under which the Constituent Corporations are organized, at the Effective Time (as defined below), the Subsidiary Corporation shall be merged with and into the Parent Corporation, and the Parent Corporation, as the Surviving Corporation, shall continue to exist under and be governed by the laws of the State of Georgia. The registered office of the Surviving Corporation in Georgia will continue to be located at 4845 Jimmy Carter Boulevard, Norcross, Georgia 30093 and its registered agent at such address will continue to be Prentice Hall Corp. Services.

1.2. Except as specifically set forth in this Merger Agreement, the corporate existence and identity of the Parent Corporation, as the Surviving Corporation, and all of the purposes, powers, franchises, privileges, rights and immunities of the Parent Corporation, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of the Subsidiary Corporation and all of the purposes, powers, franchises, privileges, rights and immunities of the Subsidiary Corporation shall, at the Effective Time, be merged with and into those of the Parent Corporation, as the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith, and the separate corporate existence and identity of the Subsidiary Corporation shall thereafter cease, except to the extent continued by applicable law.

## **ARTICLE TWO**

The Merger shall become effective upon the issuance of a Certificate of Merger or Certificate of Ownership, as appropriate, by the Secretary of the State or the States under the laws of which the Constituent Corporation are organized. The Time when the Merger shall become effective, as defined by this Article Two, is herein called the "Effective Time."

## **ARTICLE THREE**

3.1. The Articles of Incorporation of the Parent Corporation in effect at the Effective Time shall constitute the Articles of Incorporation of the Surviving Corporation until further amended, altered or repealed in the manner provided by law.

3.2. The Bylaws of the Parent Corporation in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until amended, altered or repealed in the manner provided by law.

3.3. The officers and directors of the Parent Corporation duly acting immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation after the Effective Time, and shall serve in such capacities in accordance with the Bylaws of the Surviving Corporation until the next annual meeting of shareholders of the Surviving Corporation or until their respective successors are elected and qualified.

3.4. All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective shareholders, Boards of Directors, committees elected or appointed by their Boards of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes on and after the Effective Time as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time.

#### **ARTICLE FOUR**

4.1. At the Effective Time, each issued and outstanding share of Subsidiary Stock which was held by the Parent Corporation immediately before the Effective Time, shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and retired and shall cease to exist, and all certificates representing such shares shall be canceled, and no cash or securities or other property shall be issued in the Merger in respect of such shares.

4.2. From and after the Effective Time, the stock transfer books of the Subsidiary Corporation shall be closed, and no transfer of shares of Subsidiary Stock shall be made or consummated thereafter.

#### **ARTICLE FIVE**

5.1. At the Effective Time, all rights, title and interests to all property owned by each of the Constituent Corporations shall be allocated to and vested in the Surviving Corporation without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

5.2. The Surviving Corporation shall, at the Effective Time and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Corporations, and a proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding in place of any Constituent Corporation.

5.3. If at any time the Surviving Corporation shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the Surviving Corporation the title to any property of any Constituent Corporation, the officers, or any of them, or the directors of such Constituent Corporation may execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as best to prove, confirm and ratify title to such property in the Surviving Corporation or otherwise to carry out the purposes of the Merger and the terms of this Merger Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

## **ARTICLE SIX**

6.1. This Merger Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.2. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of the parties hereto at any time before the Effective Time.

6.3. This Merger Agreement may be terminated at any time prior to the Effective Time by mutual written agreement of the parties hereto.

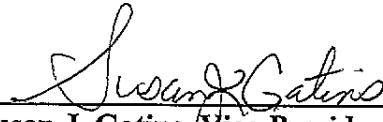
6.4. This Merger Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to its subject matter.

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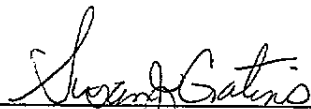


IN WITNESS WHEREOF, each of the undersigned corporations has caused this instrument to be executed by and on its behalf and in its corporate name as of December 21, 1999.

**WILMA SOUTH REALTY  
CORPORATION OF FLORIDA.,  
A FLORIDA CORPORATION**

By   
**Susan J. Gatins, Vice-President**

**WILMA SOUTH MANAGEMENT  
CORPORATION.,  
A GEORGIA CORPORATION**

By   
**Susan J. Gatins, Chief Financial Officer**