

P93000068212

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September 6, 2000

Division of Corporations
Department of State
P.O. Box 6327
Tallahassee, Florida 32314

RE: Oaks Investment Company/Osprey Land Company (surviving
entity)

400003388874--0
-09/11/00--01133--003
****122.50 *****78.75

Ladies/Gentlemen:

Enclosed please find the original and one (1) copy of the
executed Articles of Merger for the above-named entity for filing
with your office. We have enclosed our check in the amount of One
Hundred Twenty-Two and 50/100 Dollars (\$122.50) to cover the
following fees:

Filing Articles of Merger (\$35.00 each Party):	\$ 70.00
Certified Copy Articles of Merger:	52.50
	<u>\$122.50</u>

Kindly forward to the undersigned the certified copy of the
Articles of Merger, as filed, at your earliest convenience.

Should you have any questions, please feel free to contact our
office. Thank you for your assistance in this matter.

Very truly yours,

Michael Hric
MICHAEL HRIC

MH:mdh
Enclosures

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 11 AM 9:58

Merger

V. SHEPARD SEP 25 2000

ARTICLES OF MERGER
Merger Sheet

MERGING:

OAKS INVESTMENT COMPANY, a Florida corporation, P95000066204

INTO

OSPREY LAND COMPANY, a Florida entity, P93000068212

File date: September 11, 2000

Corporate Specialist: Velma Shepard

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 11 AM 9:58

ARTICLES OF MERGER

Pursuant to Section 607.1105 of the Florida Business Corporation Act, OAKS INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Investment ") and OSPREY LAND COMPANY," a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Land"), both hereby adopt the following Agreement and Plan of Merger for the express purpose of the merger of INVESTMENT and LAND with LAND to survive the merger contemplated herein.

ARTICLE I

The Agreement and Plan of Merger dated September 1, 2000, by and between INVESTMENT and LAND, duly executed by the President and Secretary of each Corporation, was unanimously adopted by the Board of Directors and unanimously consented to and approved by the Shareholders of INVESTMENT on September 1, 2000 and LAND on September 1, 2000.

ARTICLE II

The Articles of Incorporation of LAND, as previously filed with the Department of State for the State of Florida, shall continue in full force and effect as so filed and shall not be changed, modified or amended in any manner due to the merger in contemplated herein.

ARTICLE III

The Agreement and Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein.

ARTICLE IV

Pursuant to Section 607.1105(1)(b) of the Florida Business Corporation Act, the effective date and time of the Merger shall be upon filing these Articles of Merger with the Florida Department of State.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties to these Article of Merger have caused them to be duly executed by their respective authorized officers.

OAKS INVESTMENT COMPANY,
a Florida corporation

ATTEST:

By: Kathleen Meador
As Secretary

By: Robert D. Meador
As President

OSPREY LAND COMPANY,
a Florida Corporation

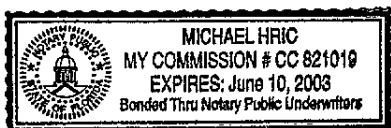
ATTEST:

By: Robert D. Meador
As Secretary

By: Robert D. Meador
As President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of September, 2000, by Robert D. Meador ^{MA} as President of OAKS INVESTMENT COMPANY, a Florida corporation, and by Robert D. Meador ^{MA} as President of OSPREY LAND COMPANY, a Florida Corporation, each of whom are personally known or produced _____ for valid identification.



By: [Signature]
Notary Public
Name Printed MICHAEL HRIC
Commission No: CC 821019
My commission Expires: 6-10-03

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AGREEMENT AND PLAN OR REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION made this 6th day of September, 2000 by and between Oaks Investment Company, a corporation organized under the laws of the State of Florida, (hereinafter referred to as "INVESTMENT") and Osprey Land Company, a corporation organized under the laws of the State of Florida, (hereinafter referred to as "LAND".)

W I T N E S S E T H :

WHEREAS, the Board of Directors of both INVESTMENT and LAND, respectively, deem it advisable and generally to the welfare of each Corporation and their respective Shareholders that INVESTMENT merge into LAND under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Florida Business Act and the corporate law as now existing and in force in the State of Florida.

NOW, THEREFORE, in consideration of the premises and mutual agreements, provisions, representations, covenants and other provisions hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Reorganization. INVESTMENT shall be and it hereby is merged into LAND. Hereinafter, the reorganization shall be referred to as the "merger".
2. Surviving Corporation LAND shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate existence of INVESTMENT shall cease on the Effective Date of merger except as may be required to be continued by law or in order to carry out the purposes of this Agreement.
3. Authorized Capital. The authorized capital stock of LAND following the Effective Date, as provided in its Articles of Incorporation, shall be ten thousand (10,000) shares of common stock, each having a par value of \$1.00.
4. Certificate of Articles. The purpose, the registered agent, the address of the registered office, number of Directors and the capital stock of LAND shall be as appears in the Articles of Incorporation as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation herein upon any Shareholder or Director or officer of or upon any other person whomsoever are subject to this reserve power. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement.
5. Bylaws. The Bylaws of LAND at the effective time of the merger shall be the Bylaws of the surviving corporation, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. Board of Directors. The members of the Board of Directors and the officers of LAND on the Effective Date of the merger shall be those persons who were members of the Board of Directors and officers, respectively, of LAND immediately prior to said Merger Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified. If, on the Effective Date of the merger, any vacancy exists on the Board of Directors of LAND, that vacancy may be filled in the manner provided in the Bylaws of the surviving corporation.

7. Manner of Conversion. At the effective time of the merger, and without any action on the part of any holder thereof, each 100,686 shares of Common Stock of INVESTMENT, exclusive of shares held in treasury, if any, shall be converted into and become 1,000 shares of Common Stock, exclusive of fractional shares held in the treasury, of LAND and each fractional share of Common Stock of INVESTMENT shall be converted into and become an equivalent fractional share of Common Stock of LAND.

8. Rights of Shareholders. On and after the Effective Date of merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of INVESTMENT to have any rights as a Shareholder of INVESTMENT except such as expressly reserved to such Shareholders by statute, and each outstanding certificate which theretofore represented shares of Common Stock of INVESTMENT shall, for all purposes, represent the requisite number of shares of Common Stock of LAND, as provided in Paragraph 7 above. On and after the Effective Date of merger, any holder of a certificate or certificates which theretofore represented shares of Common Stock of INVESTMENT may, but shall not be required to, surrender the same to the Transfer Agent of LAND and shall thereupon be entitled to receive, in exchange therefor, a certificate or certificates representing the requisite number of shares of Common Stock of LAND into which the shares of Common Stock of INVESTMENT theretofore represented by such certificate or certificates shall have been converted as provided in Paragraph 7 above.

9. Right and Liabilities of Surviving Corporation. At and after the effective time of the merger, LAND 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 each of the Corporations; all debts due to either of said Corporations, on whatever account, shall be vested in LAND as they were of the respective Corporations; all rights of creditors and all liens upon any property of either of said Corporation shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities and duties of the respective corporations shall thenceforth attach to LAND and may be enforced against it to the extent as if such debts, liabilities and duties have been incurred or contracted by it; and LAND shall indemnify and hold harmless the officers and Directors of each of the corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

10. Further Assurance of Title. As and when requested by LAND or by its successors or assigns, INVESTMENT will execute and deliver or cause to be executed and delivered all such deeds and

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instruments and will take, or cause to be taken, all such further actions as LAND may deem necessary or desirable in order to vest in and confirm to LAND title to the possessions of any property of either of said Corporations acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and Directors of INVESTMENT and the officers and Directors of LAND are fully authorized in the name of INVESTMENT or otherwise to take any and all such action. As and when requested by the present Shareholders of LAND, the Board of Directors and officers of INVESTMENT, in the name of and on behalf of INVESTMENT agree to take such action or execute and delivery such documents or instruments to the Shareholder of LAND as said Shareholders may deem necessary or appropriate to carry out and effect this Agreement and Plan of Reorganization.

11. Director/Shareholder Approvals. This agreement has been submitted to the Directors and Shareholders at LAND for their consent and approval in accordance with the Florida Business Corporation Act on September 1, 2000 and was approved and adopted. This Agreement has been submitted to the Directors and Shareholders of INVESTMENT for their consent and approval in accordance with corporate law now existing and in force in the State of Florida on September 1, 2000 and was approved and adopted. The fact that this Agreement has been adopted and approved as above provided shall be certified by the respective corporate secretaries and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida.

12. Effective Date and Time of Merger. The merger of INVESTMENT into LAND shall become effective on the date Articles of Merger are filed with the Florida Department of State.

13. Plan of Reorganization. This Agreement and Plan of Reorganization constitutes a Plan of Reorganization to be carried out in the manner, and on the terms, and subject to the conditions set forth herein, and is intended by the parties to qualify as a reorganization described in an contemplated by Section 368(a)(1)(A) of the Internal Revenue Code of 1986.

14. Termination. This Agreement and Plan of Reorganization may be terminated and abandoned by action of the Board of Directors of INVESTMENT or LAND at any time prior to the Effective Date, whether before or after approval by the Shareholders of the two corporate parties hereto.

15. Entire Agreement. This Agreement embodied the entire agreement between the parties hereto. There have been and are not agreement, covenants, representations or warranties between the parties other than those expressly state or expressly proved for in this Agreement.

16. Successors. This Agreement shall inure to the benefit of and be binding upon INVESTMENT and LAND and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any right or remedy upon or by reason of this Agreement.

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17. Subsidiaries. Each corporation a party hereto represents and warrants to the other that it has no subsidiary of any kind or nature.

18. Law. This Agreement and Plan or Reorganization shall be interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors has caused this Agreement and Plan or Reorganization to be executed by the President and Secretary of each respective party and its corporate seal to be hereunto affixed.

OAKS INVESTMENT COMPANY, a Florida corporation

ATTEST:

By: Kathleen Meador
As Secretary

By: Robert D. Meador
As President

OSPREY LAND COMPANY, a Florida corporation

ATTEST:

By: Robert D. Meador
As Secretary

By: Robert D. Meador
As President