

P94000045042

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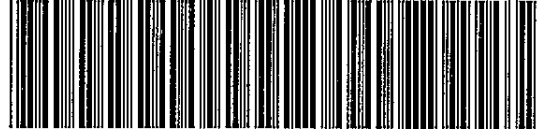
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DEC 20 2005

Merger

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Richland Lodging Associates, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Lucas M. Fuksa  
(Contact Person)

Franks, Gerkin & McKenna, P.C.  
(Firm/Company)

19333 E. Grant Hwy., P.O. Box 5  
(Address)

Marengo, IL 60152  
(City/State and Zip Code)

For further information concerning this matter, please call:

Lucas M. Fuksa At ( 815 ) 923-2107  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

## ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Richland Lodging Associates, Inc.</u>	<u>Pennsylvania</u>	_____

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Palm Coast Hotel Associates, Inc.</u>	<u>Florida</u>	<u>P94000045042</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**     /     /     (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 9, 2005.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 9, 2005.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

[illegible]

## **PLAN OF MERGER**

**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

Richland Lodging Associates, Inc.

Pennsylvania

**Second:** The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Palm Coast Hotel Associates, Inc.

Florida

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Third:** The terms and conditions of the merger are as follows:

See Exhibit A

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Exhibit A

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

Exhibit A

**TERMS AND CONDITIONS OF MERGER**

1. MERGER. Upon the filing of the articles of merger with the Secretary of States of Florida and Pennsylvania (the "Effective Date"), PALM COAST HOTEL ASSOCIATES, INC., a Florida Corporation ("Palm Coast") shall be merged with and into RICHLAND LODGING ASSOCIATES, INC., a Pennsylvania Corporation ("Richland"), whereupon the separate existence of Palm Coast shall cease and Richland shall be the surviving corporation (the "Richland Surviving Corporation").

2. CERTIFICATE OF INCORPORATION. The certificate of incorporation of Richland as it exists on the Effective Date (including any amendments thereto implemented on the Effective Date) shall be the certificate of incorporation of the Richland Surviving Corporation following the Effective Date, unless and until the same shall thereafter be amended as provided by the laws of the State of Pennsylvania.

3. BYLAWS. The bylaws of Richland as they exist on the Effective Date shall be the bylaws of the Richland Surviving Corporation following the Effective Date, unless and until the same shall be amended as provided by the laws of the State of Pennsylvania.

4. BOARD OF DIRECTORS AND OFFICERS. The members of the board of directors and the officers of Richland immediately prior to the Effective Date shall be the members of the board of directors and the officers of the Richland Surviving Corporation following the Effective Date.

5. TREATMENT OF PALM COAST COMMON STOCK. Upon the Effective Date, each existing outstanding share of Palm Coast common stock and all rights in respect thereof shall be converted into one share of the Richland Surviving Corporation common stock, such that the 1,000 outstanding shares of Palm Coast common stock as of the Effective Date shall become the 1,000 shares of common stock of the Richland Surviving Corporation. Thereafter, the Richland Surviving corporation shall cause all outstanding shares of Palm Coast common stock to be cancelled and retired.

6. TREATMENT OF RICHLAND COMMON STOCK. Upon the Effective Date, each issued and outstanding share of Richland common stock and all rights in respect thereof shall remain issued and outstanding immediately after completion of the merger as shares

of common stock of the Richland Surviving Corporation such that the 1,250 shares of Richland common stock as of the Effective Date shall remain the 1,250 shares of common stock of the Richland Surviving Corporation.

7. SHARES OF THE RICHLAND SURVIVING CORPORATION COMMON STOCK. After completion of the merger, the Richland Surviving Corporation shall have 2,250 issued and outstanding shares.

8. CONDITIONS TO CONSUMMATION OF THE MERGER. Consummation of the merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) this agreement and the merger shall have been adopted and approved by the unanimous written consent of the shareholders and directors of Palm Coast and Richland; and (b) each of Richland and Palm Coast shall have received all consents, orders and approvals, and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the merger. At or prior to the closing, William D. Renton, James T. Arnone, and Raymond Porsch will be confirmed or elected as Directors of the Richland Surviving Corporation, and the following persons will be elected as officers of the Richland Surviving Corporation: William D. Renton, President; James T. Arnone, Vice President; and Raymond Porsch, Secretary and Treasurer.

9. THE CLOSING. The Closing of the transactions contemplated by this agreement (the "Closing") shall take place on December 9, 2005, or such other time as the parties shall agree. The date on which the Closing actually occurs is referred to herein as the "Closing Date." At the Closing, Palm Coast shall transfer all of its assets to the Richland Surviving Corporation, and the Richland Surviving Corporation shall assume all of the liabilities of Palm Coast.

10. TERMINATION. This agreement may be terminated and abandoned by the parties hereto, subject to any contractual rights, without further shareholder action, in the manner determined by the respective boards of directors of Richland and Palm Coast at any time prior to the Effective Date.

11. AMENDMENT. The respective boards of directors of the parties hereto may amend this agreement at any time prior to the Effective Date; provided, that an amendment made subsequent to the approval of this agreement by the shareholders of either of the parties hereto shall not: (a) change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of



the parties hereto, (b) change any term of the articles of incorporation or (c) change any other terms or conditions of this agreement if such change would adversely affect the holders of any capital stock of either party hereto, unless such an amendment be also approved by the shareholders of the parties as required by its bylaws.

12. SEVERABILITY. If any term or other provision of this agreement is held to be invalid, illegal or incapable of being enforced under any rule of law or public policy by a court of competent jurisdiction, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse or any party.

13. ENTIRE AGREEMENT. This agreement constitutes the entire agreement among the parties and supersedes all prior agreements and undertakings both written and oral, among the parties, or any of them, with respect to the subject matter hereof.