

FROM HILL WARD HENDERSON

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12/29/97

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NAME: WOOLEY PROPERTIES GP, INC.

AUDIT NUMBER.....H97000021281

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Merger

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### PLAN AND ARTICLES OF MERGER

THIS PLAN AND ARTICLES OF MERGER entered into as of the 22nd day of December, 1997, by and between WOOLEY PROPERTIES GP, INC., a Nevada corporation ("Surviving Corporation"), and WOOLEY PROPERTIES GP, INC., a Florida corporation ("Merged Corporation").

### WITNESSETH:

WHEREAS, the parties wish to change the place of organization of the Merged Corporation through a corporate reorganization described in Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, by effecting a statutory merger with the Surviving Corporation;

WHEREAS, the Boards of Directors of each of the parties hereto deem it advisable and in the best interest of the parties hereto and their respective stockholders that Merged Corporation should be merged into Surviving Corporation, and that Surviving Corporation merge Merged Corporation into itself, pursuant to the terms and conditions hereinafter set forth and in the manner prescribed by the laws of the State of Nevada;

WHEREAS, Surviving Corporation, by its Articles of Incorporation, which were filed in the office of the Secretary of State of Nevada on December 12, 1997, has an authorized capital stock of 10,000 shares of \$1.00 par value common capital stock, of which 100 shares are issued and outstanding on the date of the execution hereof;

WHEREAS, Merged Corporation, by its Articles of Incorporation, which were filed in the office of the Secretary of State of Florida on March 22, 1996, has an authorized capital stock of 10,000 shares of common capital stock of \$1.00 par value, of which 100 shares are issued and outstanding on the date of the execution hereof;

NOW, THEREFORE, the parties hereto agree to this Plan and Articles of Merger, whereby Merged Corporation is merged into Surviving Corporation, and Surviving Corporation merges Merged Corporation into itself, in the manner prescribed by the laws of the State of Nevada, and the terms and conditions of the aforesaid merger and the mode of carrying the same into effect are as follows:

### ARTICLE I

Merged Corporation shall be and is hereby merged into Surviving Corporation, and Surviving Corporation shall and does hereby merge Merged Corporation into itself. Surviving Corporation shall continue to be governed by the laws of the State of Nevada.

Prepared By: Stephen B. Straska II, Esq.  
Hill, Ward & Henderson, P.A.  
Post Office Box 2231, Tampa, FL 33602  
(813) 221-3900  
Florida Bar No. 060070

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

WOOLEY PROPERTIES GP, INC., P96000025767

INTO

**WOOLEY PROPERTIES GP, INC..** a Nevada corporation not qualified in Florida

File date: December 29, 1997

Corporate Specialist: Teresa Brown

## ARTICLE II

The Articles of Incorporation of Surviving Corporation shall remain in effect unchanged as a result of this merger.

## ARTICLE III

The manner of converting the outstanding shares of capital stock of the Merged Corporation into the shares of capital stock of Surviving Corporation shall be as follows:

(a) Inasmuch as the Shareholder of Surviving Corporation owns one hundred percent (100%) of the issued and outstanding capital stock of Merged Corporation in the same proportions as his ownership of Surviving Corporation, each share of the issued and outstanding capital stock of the Merged Corporation shall, as a result of the merger, and without any further action on the part of the parties hereto or their stockholders, automatically be deemed canceled, and shall not thereafter be deemed issued or outstanding in any way or manner; and

(b) Each share of capital stock of Surviving Corporation authorized and issued on the effective date of the merger hereof shall continue and remain unchanged as one share of capital stock of Surviving Corporation.

The shareholder of the Merged Corporation shall surrender his certificates representing the outstanding capital stock of the Merged Corporation to the Surviving Corporation, and shall then be issued certificates representing shares of stock of the Surviving Corporation as described in (a) above.

## ARTICLE IV

The terms and conditions of this merger and the mode of carrying it into effect are as follows:

(a) Until altered, amended or repealed as therein provided, the bylaws of Surviving Corporation as they shall exist on the effective date of this Plan and Articles of Merger shall be the bylaws of Surviving Corporation after the effective date of this Plan and Articles of Merger.

(b) The first annual meeting of the stockholders of Surviving Corporation to be held after the date this merger becomes effective shall be the annual meeting provided or to be provided by the bylaws thereof.

(c) The first regular meeting of the Board of Directors of Surviving Corporation to be held after the date this merger becomes effective may be called or may convene in

the manner provided in the bylaws of Surviving Corporation and may be held at the time and place specified in the notice of meeting.

(d) Surviving Corporation shall pay all expenses of carrying this Plan and Articles of Merger into effect and of accomplishing the merger.

(e) Neither Surviving Corporation nor Merged Corporation shall issue or sell or issue rights to subscribe to any shares of its capital stock, or shall declare any dividends on its capital stock prior to the effective date of the merger.

(f) Neither Surviving Corporation nor Merged Corporation shall incur, prior to the effective date of the merger, any obligations not within the express contemplation of this Plan and Articles of Merger, whether by contract or otherwise, except pursuant to existing agreements and arrangements and except in the ordinary course of business, nor shall they dispose of any material portion of their respective businesses or properties.

(g) Upon the effective date of this merger, the separate existence of Merged Corporation shall cease, and Merged Corporation shall be merged into Surviving Corporation, in accordance with the provisions of this Plan and Articles of Merger, and Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of Surviving Corporation and Merged Corporation, and shall have all of the rights, privileges, powers and franchises of Surviving Corporation and Merged Corporation; and all property, real, personal and mixed, and all debts due to Surviving Corporation and Merged Corporation shall be vested in Surviving Corporation, and all property, rights and privileges, powers and franchises of Surviving Corporation and Merged Corporation and all and every other interest of them shall be thereafter as effectually the property of Surviving Corporation as they were of Surviving Corporation and Merged Corporation; and the title to any real estate, whether by deed or otherwise, vested in the Surviving Corporation and Merged Corporation shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of Surviving Corporation and Merged Corporation shall be preserved unimpaired; and all debts, liabilities and duties of Merged Corporation shall thenceforth attach to Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Surviving Corporation shall cause a copy of this Plan and Articles of Merger to be filed in the office of the official who is the recording officer of each County in the States of Nevada or Florida in which real property, if any, of Merged Corporation is situated.

(h) If, at any time, Surviving Corporation shall deem it advisable that any further assignments or assurances in law or any things necessary or desirable to vest in Surviving Corporation, according to the terms hereof, the title to any property or rights of Merged Corporation, the proper officers and directors of Merged Corporation shall

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execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in Surviving Corporation, and otherwise to carry out the purposes of this Plan and Articles of Merger.

#### **ARTICLE V**

Surviving Corporation shall have the right to amend, alter, change or repeal any provisions contained in this Plan and Articles of Merger, or in the Articles of Incorporation, in the manner now and hereafter prescribed by the laws of the State of Florida, and all rights conferred upon stockholders herein are granted subject to this reservation.

#### **ARTICLE VI**

(a) This Plan and Articles of Merger was approved by the sole stockholder and all of the directors of Surviving Corporation on December 22, 1997, by Joint Action by Unanimous Written Consent.

(b) This Plan and Articles of Merger was approved by the sole stockholder and sole director of Merged Corporation on December 22, 1997, by Joint Action by Unanimous Written Consent.

#### **ARTICLE VII**

In order to facilitate the filing and recording of this Plan and Articles of Merger, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

#### **ARTICLE VIII**

The date of the merger contemplated by this Plan and Articles of Merger shall be December 23, 1997, at 11:59 P. M.

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IN WITNESS WHEREOF, the parties hereto have caused this Plan and Articles of Merger to be executed by the President and Secretary of each of them, pursuant to authority given by their respective Board of Directors and stockholders as described in Article VI hereof.

ATTEST:

WOOLEY PROPERTIES GP, INC., a  
Nevada corporation

By: Monte L. Miller  
Monte L. Miller, Assistant  
Secretary

(Corporate Seal)

By: Christine A. Wooley  
Christine A. Wooley, President

"Surviving Corporation"

ATTEST:

WOOLEY PROPERTIES GP, INC., a  
Florida corporation

By: Jeffrey I. Wooley  
Jeffrey I. Wooley, Secretary

(Corporate Seal)

By: Jeffrey I. Wooley  
Jeffrey I. Wooley, President

"Merged Corporation"

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(MON) 12. 29' 97 16:10/ST. 16:03/NO. 4260294340 P 7

STATE OF New Jersey  
COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this 10th day of December, 1997,  
by Christine A. Wooley, as President of WOOLEY PROPERTIES GP, INC., a Nevada  
corporation, on behalf of the corporation. She is personally known to me or ~~has produced~~  
as identification:



ANDREW J. LUBRANO  
MY COMMISSION # CG 548110  
EXPIRES: May 14, 2000  
Bonded This Notary Public Underwrites

Andrew J. Lubrano  
Notary Public

(Print, Type or Stamp Name)

My Commission Expires:

STATE OF New Jersey  
COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this 10th day of December, 1997,  
by Jeffrey L. Wooley, as President of WOOLEY PROPERTIES GP, INC., a Florida corporation,  
on behalf of the corporation. He is personally known to me or has produced  
as identification.



ANDREW J. LUBRANO  
MY COMMISSION # CG 548110  
EXPIRES: May 14, 2000  
Bonded This Notary Public Underwrites

Andrew J. Lubrano  
Notary Public

(Print, Type or Stamp Name)

My Commission Expires:

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