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Corporation Guarantee and Trust Company

701 ARCHITECTS BUILDING
117 SOUTH 17TH STREET, PHILADELPHIA, PA 19103-5090
TELEPHONE (215) 563-6131 • FAX (215) 563-9410

July 29, 1997

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

RE: MEYER BROTHERS
MEYER BROTHERS, INC.
Merger

To Whom It May Concern:

Enclosed are Articles of Merger of the above for filing with your office, together with our \$78.75 check to cover filing and Certificate fees.

Please send the Certificate and your usual acknowledgment to this office when the filing has been completed. Thank you.

Cordially yours,

Teresa Magee
Teresa Magee
Secretary

TM/t
Enclosures

FILED
97 AUG -4 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DM 8/12
Merger

ARTICLES OF MERGER
Merger Sheet

MERGING:

MEYER BROTHERS, a New Jersey corporation

INTO

MEYER BROTHERS, INC., a Florida corporation, P97000017075

File date: August 4, 1997

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 607.214 of the Florida General Corporation Act, hereby execute the following Articles of Merger:

1st: MEYER BROTHERS, (hereinafter referred to as the Merging Corporation), a corporation organized and existing under the laws of the State of New Jersey, shall be merged into MEYER BROTHERS, INC., (hereinafter referred to as the Surviving Corporation), a corporation organized and existing under the laws of the State of Florida.

2nd: The Plan of Merger is attached hereto and made a part hereof as Exhibit A.

3rd: As to MEYER BROTHERS, INC., a Florida corporation, the Board of Directors approved the foregoing Plan of Merger on *May 1*, 1997 in accordance with Section 607.214 of the Florida General Corporation Act and the foregoing Plan of Merger was adopted by the Stockholders of the corporation on *May 1*, 1997 in accordance with Section 607.221 of the Florida General Corporation Act.

4th: As to MEYER BROTHERS, a New Jersey corporation, the Board of Directors and the Stockholders of the corporation approved the foregoing Plan of Merger on *May 1*, 1997 in accordance with Sections 14A:10-1, 14A:10-3 and 14A:10-7 of the New Jersey Business Corporation Act.

5th: Such Merger is permitted by the laws of the State of New Jersey under which such foreign corporation is organized and all conditions required by the laws of said State have been satisfied. The surviving corporation is to be a Florida corporation.

IT WITNESS WHEREOF, each of the corporations have caused these Articles of Merger to be executed in its name by its President and its Secretary this 14th of July, 1997.

MEYER BROTHERS, INC.

BY: [Signature]
President STEPHEN P. LOWY

ATTEST: [Signature]
Secretary

MEYER BROTHERS

BY: [Signature]
President STEPHEN P. LOWY

ATTEST: [Signature]
Secretary

STATE OF
COUNTY OF

)
) SS.
)

The foregoing instrument was acknowledged before me this
14 day of July, 1997 by *th RZ*
President of MEYER BROTHERS, INC and MEYER
BROTHERS on behalf of each corporation.



DOUGLAS PIPPITT
COMMISSION # CC 583816
EXPIRES SEP 9, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

Douglas Pippitt
Notary Public

Notary Seal



DOUGLAS PIPPITT
COMMISSION # CC 583816
EXPIRES SEP 9, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

EXHIBIT A
PLAN OF MERGER OF MEYER BROTHERS
INTO
MEYER BROTHERS, INC.

This Plan of Merger (the "Plan"), is for the purpose of merging Meyer Brothers, (the Merging Corporation), a New Jersey corporation, into Meyer Brothers, Inc., (the Surviving Corporation), a Florida Corporation, and the Merging Corporation and the Surviving Corporation being hereinafter referred to collectively as the "Corporations," in accordance with the provisions of Section 14A:10-1 et seq. of the New Jersey Business Corporation Act (the "Act").

1. The Merging Corporation shall be merged into the Surviving Corporation and the Surviving Corporation shall be the surviving corporation.

2. The designation and number of outstanding shares of the Corporations are as follows:

The Merging Corporation has 1,000 shares of voting common stock outstanding.

The Surviving Corporation has 100 shares of voting common stock outstanding.

3. The terms and conditions of the merger are as follows:

(a) On the Effective Date (as hereinafter defined), ten shares of the Merging Corporation then issued and outstanding, other than those shares held by the Surviving Corporation, shall be converted into and exchanged for one (1) share of the Surviving Corporation, with fractional shares of less than one-half being disregarded and fractional shares of one-half or greater being rounded to the next higher full share, and all of the shares of the Merging Corporation shall be canceled and cease to exist.

(b) Each share of the Surviving Corporation issued and outstanding on the Effective Date shall not be changed or converted and shall continue to be issued and outstanding.

4. This Plan shall take effect and the merger contemplated by the Plan shall become effective as of date filed with the Secretary of State as required by Section 14A:10-4.1 of the Act (the Effective Date).

5. (a) On the Effective Date, the merger contemplated by this Plan shall have the effects provided for under the Act.

(b) In furtherance and not in limitation of the provision of subparagraph (a) of the Paragraph 5, on the Effective Date, the separate existence of the Merging Corporation shall cease and

the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with this Plan, and the Surviving Corporation shall survive such merger and shall continue in existence, and shall, without transfer, succeed to and possess all rights, privileges, immunities, powers, and purposes of each of the Corporations; all the property, real and personal, including subscriptions to shares, causes of action, and every other asset of each of the Corporations, shall vest in the Surviving Corporation without further act or deed; and the Surviving Corporation shall assume and be liable for all the liabilities, obligations, and penalties of each of the Corporations. No liability of, or obligation due or to become due from, or claim, demand, or cause existing against, either of the Corporations, or any shareholder, officer, or director thereof, shall be released or impaired by such merger. No action or proceeding, civil or criminal, then pending by or against either of the Corporations, or any shareholder, officer, or director thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled, or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in each action or special proceeding in the place of the Merging Corporation.

© At any time or from time to time after the Effective Date, the last acting officers of the Merging Corporation, or the officers of the Surviving Corporation in its name, shall execute and deliver, or cause to be delivered, all such deeds, assignments, or other instruments, and shall take or cause to be taken such other and further actions, as the Surviving Corporation may deem necessary or desirable in order to carry out the intent and purpose of this Plan.