

P970000025307



THE UNITED STATES  
CORPORATION  
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 610958 5674A

AUTHORIZATION : *Patricia Piguet*

COST LIMIT : \$ 122.50

ORDER DATE : November 24, 1997

ORDER TIME : 11:0 AM

ORDER NO. : 610958-010

8000002355358--1

CUSTOMER NO: 5674A

CUSTOMER: Robert C. Burke, Jr., Esq  
Kimpton Burke & White  
Suite 100  
28059 U.S. Highway 19, North  
Clearwater, FL 34621

ARTICLES OF MERGER

COATES LAND MANAGMENT  
COMPANY

INTO

COATES LAND MANAGEMENT  
COMPANY

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:

*merger*

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 NOV 24 PM 3:35  
  
RECEIVED  
97 NOV 24 PM 12:16  
DIVISION OF CORPORATION

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

COATES LAND MANAGEMENT COMPANY, INC. a non qualified Alabama  
Corp.

INTO

COATES LAND MANAGEMENT COMPANY, INC., a Florida corporation,  
P97000025307

File date: November 24, 1997

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 122.50

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 NOV 24 PM 3:35

**ARTICLES OF MERGER**

**OF**

**COATES LAND MANAGEMENT COMPANY, INC.,  
an Alabama corporation,**

**INTO**

**COATES LAND MANAGEMENT COMPANY, INC.,  
a Florida corporation**

Pursuant to the provisions of the General and Business Corporation laws of the State of Florida, the undersigned corporations adopt the following Articles of Merger for the purpose of merging the Alabama corporation into the Florida corporation.

1. The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by both Alabama law and Florida law:

Such Plan of Merger is identified in the attached Agreement of Merger which is incorporated herein by reference.

2. The dates of adoption of the Plan of Merger by the shareholders were:

Name of Corporation	Date
Coates Land Management Company, Inc., an Alabama corporation	March 31, 1997
Coates Land Management Company, Inc., a Florida corporation	March 31, 1997

3. As to each of the undersigned corporations, the number of share outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

Name	No. Shares Outstanding	Entitled to Vote as a Class Designation of Class	No. Of Shares
Coates Land Management Company, Inc., an Alabama corporation	500	common	500

Coates Land Management  
Company, Inc., a  
Florida corporation

100

common

100

4. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively are as follows:


Name	Total Voted For	Total Voted Against	Number of Shares Entitled to Vote as a Class	Voted For	Voted Against
Coates Land Management Company, Inc., an Alabama corporation	500	0	common	500	0
Coates Land Management Company, Inc., a Florida corporation	100	0	common	100	0

Dated: Effective March 31, 1997

Attest:

  
Larry Coates, Secretary

COATES LAND MANAGEMENT COMPANY,  
INC., an Alabama Corporation

By:   
Larry Coates, President

(Corporate Seal)

Attest:

  
Larry Coates, Secretary

COATES LAND MANAGEMENT COMPANY,  
INC., a Florida Corporation

By:   
Larry Coates, President

(Corporate Seal)

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## AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

**AGREEMENT OF MERGER AND PLAN OF REORGANIZATION** dated effective this 31st day of March, 1997, by and between **COATES LAND MANAGEMENT COMPANY, INC.**, an Alabama corporation, whose address was 133 Arrowlands Trail, Meridianville, Alabama 35759 (hereinafter called "Acquired Corporation") and **COATES LAND MANAGEMENT COMPANY, INC.**, a Florida corporation, whose address is 4324 Ridgemoor Drive North, Palm Harbor, Florida 34685 (hereinafter called "Surviving Corporation").

### **WHEREAS:**

1. The Boards of Directors of Acquired Corporation and Surviving Corporation have resolved that Acquired Corporation be merged and pursuant to the General Corporation Law of the State of Florida and the General Corporation Law of the State of Alabama into a single corporation existing under the laws of the State of Florida, to wit, Surviving Corporation, which shall be the surviving corporation in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of Acquired Corporation consists of one thousand (1000) shares of Common Stock with a par value of \$5 per share (hereinafter called "Acquired Corporation Common Stock"), of which five hundred (500) shares are issued and outstanding;

3. The authorized capital stock of Surviving Corporation consists of one thousand (1000) shares of Common Stock with a par value of \$1 per share (hereinafter called "Surviving Corporation Common Stock"), of which one hundred (100) shares are issued and outstanding; and

4. The respective Boards of Directors of Acquired Corporation and Surviving Corporation have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of the State of Florida and the General Corporation Law of the State of Alabama that Acquired Corporation shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, Surviving Corporation, which shall

be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

**1. Stockholders' Meetings; Filings; Effects of Merger.**

**1.1 Acquired Corporation Stockholders' Meeting.**

Acquired Corporation shall call a meeting of its stockholders to be held in accordance with the General Corporation Law of the State of Alabama at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

**1.2 Surviving Corporation Stockholders' Meeting.** On or before the 31st day of March, 1997, the shareholders shall, by majority or greater vote, adopt this Agreement in accordance with the General Corporation Law of the State of Florida.

**1.3 Filing of Articles of Merger; Effective Date.** If (a) this Agreement is adopted by the stockholders of Acquired Corporation in accordance with the General Corporation Law of the State of Alabama, (b) this Agreement has been adopted by the shareholders of Surviving Corporation, in accordance with the General Corporation Law of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Florida and Articles of Merger shall be filed in accordance with the General Corporation Law of the State of Alabama. Such filings shall be made contemporaneously. The Merger shall become effective the later of the date last filed with the State of Florida and the State of Alabama, or, at midnight the 31st day of March, 1997, which date and time are herein referred to as the "Effective Date."

**1.4 Certain Effects of Merger.** On the Effective Date, the separate existence of Acquired Corporation shall cease, and Acquired Corporation shall be merged into Surviving Corporation which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Acquired Corporation; and all and singular, the rights, privileges, powers, and franchises of Acquired Corporation, and all property, real, personal, and mixed, and all debts due to Acquired Corporation on whatever account, as well for stock subscriptions and all other things in action or belonging to Acquired Corporation, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Acquired Corporation, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Alabama or any

other jurisdiction, in Acquired Corporation, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Acquired Corporation shall be preserved unimpaired, and all debts, liabilities, and duties of Acquired Corporation shall thenceforth attach to the 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. At any time, or from time to time, after the Effective Date, the last acting officers of Acquired Corporation or the corresponding officers of the Surviving Corporation, may, in the name of Acquired Corporation, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Acquired Corporation's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

**2. Name of Surviving Corporation; Certificate of Incorporation; Bylaws.**

**2.1 Name of Surviving Corporation.** The name of the Surviving Corporation from and after the Effective Date shall be COATES LAND MANAGEMENT COMPANY, INC.

**2.2 Certificate of Incorporation.** The Certificate of Incorporation of Surviving Corporation as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

**2.3 Bylaws.** The Bylaws of Surviving Corporation, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

**3. Status and Conversion of Securities.** The manner and basis of converting the shares of the capital stock of Acquired Corporation and the nature and amount of securities of Surviving Corporation which the holders of shares of Acquired Corporation Common Stock are to receive in exchange for such shares are as follows:

**3.1 Acquired Corporation Common Stock.** All shares of Acquired Corporation Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into a total of one hundred (100) shares of Surviving Corporation Common Stock, divided proportionately the same as the shareholder ownership of Acquired Corporation Common Stock, and the outstanding certificates

representing shares of Acquired Corporation Common Stock shall thereafter represent shares of Surviving Corporation Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

**3.2 Surviving Corporation Common Stock.** All issued and outstanding shares of Surviving Corporation held immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

**4. Miscellaneous.**

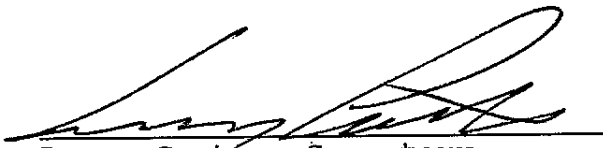
**4.1 Termination.** This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Acquired Corporation, if the Board of Directors of Acquired Corporation or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

**4.2 Multiple Counterparts.** For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

**4.3 Saving Clause.** If for any reason by action or inaction inclusive of but not limited to needed modifications of this Agreement or otherwise, that intended "F" reorganization pursuant to Section 368(a)(1)(F) is ineffective then this Agreement shall be deemed amended to so comply, and the corporations shall do all things necessary to further comply, such to create a tax free "F" reorganization by this merger.

**IN WITNESS WHEREOF,** this Agreement has been executed by Coates Land Management Company, Inc., an Alabama corporation, and Coates Land Management Company, Inc., a Florida corporation, all on the date first above written.

Attest:

  
Larry Coates, Secretary

Acquired Corporation  
COATES LAND MANAGEMENT COMPANY,  
INC., an Alabama Corporation

By:   
Larry Coates, President

(Corporate Seal)



Attest:

By: 

Larry Coates, Secretary

Surviving Corporation  
COATES LAND MANAGEMENT COMPANY,  
INC., a Florida Corporation

By: 

Larry Coates, President

(Corporate Seal)

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