

Document Number Only

P97000026199

C T Corporation System

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301

City

State

Zip

Phone

CORPORATION(S) NAME

600002781296--9

-02/19/99--01104--001

*****70.00 *****70.00

Springway, Inc.
merged into:
Springway, Inc

FILED
99 FEB 19 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FL 32301

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merge

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ Will Wait

☐ After 4:30

☒ Pick Up

Name
Availability

Document
Examiner

Updater

Verifier

Acknowledgment

W.P. Verifier

2/19/99

PLEASE RETURN EXTRA COPY(S)
FILE STAMPED
THANKS
JOEY

99 FEB 19 PM 2:49

RECEIVED



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 22, 1999

CT CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: SPRINGWALL, INC.
Ref. Number: P97000026199

*Walk In
Pick up*

*Please back date
Thanks*

We have received your document for SPRINGWALL, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The merger should include 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.

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 699A00007907

DIVISION OF CORPORATION

99 FEB 24 PM 4:53

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

SPRINGWALL, INC., a Florida corporation, P97000026199

INTO

SPRINGWALL, INC., a Delaware corporation not qualified in Florida.

File date: February 19, 1999

Corporate Specialist: Teresa Brown

ARTICLES OF MERGER
(For Filing with Florida Secretary of State)

FILED
99 FEB 19 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, Gregory E. Kay, Secretary of SPRINGWALL, Inc., a Delaware corporation (the "Corporation"), hereby certify, as the Secretary of the Corporation, that:

1. The Agreement and Plan of Merger ("Agreement") to which this Certificate is attached was duly signed on behalf of the Corporation by its President and attested by its Secretary, and signed by the President and attested by the Secretary of the other party to the Agreement, on December 30th, 1998;
2. The attached Agreement sets forth the plan of merger or share exchange for the merger of SPRINGWALL, INC., a Florida corporation, with and into the Corporation;
3. The effective date of the merger shall be the date and time of the acceptance for filing of these Articles of Merger with the Secretary of State of Florida, or the date and time of the acceptance for filing of a Certificate of Merger with the Secretary of State of Delaware, whichever shall occur later; and
4. The Agreement was duly adopted pursuant to Section 251 of the Delaware General Corporation Law, by the unanimous written consent of the Board of Directors of this Corporation under Section 141 of the Delaware General Corporation Law, and by the unanimous written consent of all of the stockholders of this Corporation under Section 228 of the Delaware General Corporation Law, each of the foregoing occurring on December 30th, 1998.

WITNESS my hand as the Secretary of the Corporation, on this 30th day of December, 1998.



Gregory E. Kay, Secretary

ARTICLES OF MERGER

(For Filing with Florida Secretary of State)

I, Gregory E. Kay, Secretary of SPRINGWALL, Inc., a Florida corporation (the "Corporation"), hereby certify, as the Secretary of the Corporation, that:

1. The Agreement and Plan of Merger ("Agreement") to which this Certificate is attached was duly signed on behalf of the Corporation by its President and attested by its Secretary, and signed by the President and attested by the Secretary of the other party to the Agreement, on December 30th, 1998;
2. The attached Agreement sets forth the plan of merger or share exchange for the merger of the Corporation with and into SPRINGWALL, INC., a Delaware corporation;
3. The effective date of the merger shall be the date and time of the acceptance for filing of these Articles of Merger with the Secretary of State of Florida, or the date and time of the acceptance for filing of a Certificate of Merger with the Secretary of State of Delaware, whichever shall occur later; and
4. The Agreement was duly adopted pursuant to Sections 607.1101 and 607.1103 of the Florida Business Corporation Act, by the unanimous written consent of the Board of Directors of this Corporation under Section 607.0821 of the Florida Business Corporation Act, and by the unanimous written consent of all of the stockholders of this Corporation under Section 607.0704 of the Florida Business Corporation Act, each of the foregoing occurring on December 30th, 1998.

WITNESS my hand as the Secretary of the Corporation, on this 30th day of December, 1998.



Gregory E. Kay, Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 30th day of DECEMBER 1998, by and between Springwall, Inc., a Delaware corporation (the "Surviving Corporation"), and Springwall, Inc., a Florida corporation (the "Merging Corporation").

RECITALS:

A. The Boards of Directors of the Merging Corporation and the Surviving Corporation have determined that the Merging Corporation should be merged into the Surviving Corporation under and pursuant to the Delaware General Corporation Law and the Florida Business Corporation Act.

B. The respective stockholders and Boards of Directors of the Surviving Corporation and the Merging Corporation have approved and adopted this Agreement providing for the merger of the Merging Corporation with and into the Surviving Corporation (the "Merger"), under and pursuant to the Delaware General Corporation Law and the Florida Business Corporation Act, and pursuant to the terms and conditions of this Agreement hereafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. The Merger.

At the Effective Date (as defined in Section 5) and subject to and upon the terms and conditions of this Agreement and the laws of the States of Delaware and Florida, the Merging Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue as the surviving corporation (hereinafter referred to as the "Merger").

2. Effect of Merger.

a. At the Effective Date, the Merging Corporation shall be merged into the Surviving Corporation, and the separate existence of the Merging Corporation shall cease except to the extent that it is deemed to continue by the laws of the States of Delaware and Florida. All of the assets of the Merging Corporation shall become the assets of the Surviving Corporation and all of the liabilities of the Merging Corporation shall become liabilities of the Surviving Corporation.

b. The Surviving Corporation shall continue to be governed by the laws of the State of Delaware.

c. At the Effective Date of this Merger, the separate existence of the Merging Corporation shall cease and it shall be merged into the Surviving Corporation in accordance with the provisions of this Agreement. The Surviving Corporation, at the Effective Date of the Merger, shall possess all of the rights, privileges, powers, immunities and franchises of both a public and private nature, and shall be subject to all of the restrictions, disabilities, and duties of the Merging Corporation and the Surviving Corporation, as so merged. All of the rights, privileges, immunities,

powers and franchises of the Merging Corporation and the Surviving Corporation, all property, real, personal and mixed and all debts due to either the Merging Corporation or the Surviving Corporation on whatever account, shall remain or be vested in the Surviving Corporation as the surviving corporation at the Effective Date. All and every other property, right, privilege, immunity, power and franchise, and all and every other interest of or belonging to or due to either the Merging Corporation or the Surviving Corporation shall remain and be, after the Effective Date, the property of the Surviving Corporation as they were the property of the respective Merging Corporation and Surviving Corporation prior to the Effective Date, and they shall be taken and transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate or interest therein vested by deed or otherwise in either the Merging Corporation or the Surviving Corporation shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either the Merging Corporation or the Surviving Corporation shall continue and be preserved unimpaired, and all debts, liabilities, obligations, penalties and duties, including liability to dissenting shareholders, and claims or actions or proceedings, civil or criminal, pending by or against either of such corporations shall thenceforth attach to the Surviving Corporation, and may be enforced and prosecuted against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, and the Surviving Corporation may be substituted for the Merging Corporation, which shall be the disappearing corporation in the Merger. Any judgments rendered against the Merging Corporation or the Surviving Corporation may be enforced against the Surviving Corporation as the surviving corporation.

3. Certificate of Incorporation; Bylaws; Directors and Officers.

a. At the Effective Date, the Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Merger shall become the Certificate of Incorporation of the Surviving Corporation as the surviving corporation without change or amendment.

b. At the Effective Date, the Bylaws of the Surviving Corporation in effect immediately prior to the Merger shall become the Bylaws of the Surviving Corporation as the surviving corporation without change or amendment.

c. At the Effective Date, the directors of the Surviving Corporation in office immediately prior to the Effective Date shall at the Effective Date remain as the directors of the surviving corporation.

d. The officers of the Surviving Corporation in office immediately prior to the Effective Date shall at the Effective Date remain as the officers of the surviving corporation.

e. At the Effective Date, the directors of the Merging Corporation shall be deemed to have resigned and their resignations accepted, and each of the officers of the Merging Corporation shall be deemed to have been terminated from his office and the authority thereof, saving and excepting the continuing authority requisite to fill the undertakings and agreements set forth herein.

4. Terms of Merger.

The treatment of the shareholders of the Merging Corporation and the Surviving Corporation as a result of the Merger shall be as follows:

At the Effective Date, each share of Merging Corporation common stock issued and outstanding immediately prior to the Effective Date, shall be deemed to be canceled and all rights, except for such rights as may be provided under Florida law, shall cease to exist. At the Effective Date, each share of Surviving Corporation common stock issued and outstanding immediately prior to the Effective Date shall continue in existence upon the same terms as in existence prior to the Effective Date.

5. Effective Date.

If this Agreement and Plan of Merger shall have been approved and adopted by written consent or at meetings to be called and held in accordance with the applicable provisions of the Delaware General Corporation Law, the Florida Business Corporation Act, and the respective Certificates of Incorporation and Bylaws of the Merging Corporation and the Surviving Corporation, and if the Merger is not thereafter terminated as permitted by the provisions hereof, then the proper officer of the Surviving Corporation shall sign and verify Certificate of Merger and shall deliver said Certificate for filing with the Secretary of State of Delaware, and the proper officer of the Merging Corporation shall sign and verify Articles of Merger and shall deliver said Articles for filing with the Secretary of State of Florida. The Merger shall become effective at the date and time of the acceptance for filing of the Certificate of Merger with the Secretary of State of Delaware, or the date and time of the acceptance for filing of Articles of Merger with the Secretary of State of Florida, whichever shall occur later. Such time is herein referred to as "Effective Date." Each of the constituent corporations hereby agrees to promptly take all such actions that shall be necessary to enable them to perform and fulfill as early as practicable the undertakings and agreements herein provided.

6. Expenses.

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, with the exception of any payment of fair value of shares subject to dissenters' rights, shall be paid by the Surviving Corporation.

7. Termination.

This Agreement may be terminated and the Merger abandoned at any time prior to the filing of the Certificate of Merger and the Articles of Merger by mutual consent of the Boards of Directors of the Merging Corporation and the Surviving Corporation. Upon such termination, this Agreement shall forthwith become wholly void and of no effect.

8. Amendment and Waiver.

At any time prior to the Effective Date, the respective Boards of Directors of the Merging Corporation and the Surviving Corporation, or the respective duly elected and authorized officers of each corporation, may amend or waive any of the terms or conditions of this Agreement, but any

such amendment or waiver must be in writing and signed by both parties.

9. Counterparts.

This Agreement may be executed in any number of counterparts all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

10. Headings.

The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, 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 adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

12. Entire Agreement.

This Agreement and the agreements and other documents delivered pursuant hereto set forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporate or supersede all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee or agent thereof) to induce any other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except representations and warranties, expressly set forth herein.

13. Successors.

Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Agreement, their respective successors and assigns; provided, however, that neither this Agreement, nor any rights herein granted may be assigned, transferred or encumbered by any party.

14. Third Parties.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

15. Joint Preparation.

This Agreement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

SPRINGWALL, INC., a Delaware corporation

By: 
Boyd R. Kay, President

Attested by: 
Gregory E. Kay, Secretary

"SURVIVING CORPORATION"

SPRINGWALL, INC., a Florida corporation

By: 
Boyd R. Kay, President

Attested by: 
Gregory E. Kay, Secretary

"MERGING CORPORATION"