

P98000037076

Holland & Knight LLP

Requester's Name

315 So. Calhoun Street, Suite 600

Address

Tallahassee, FL 32301 425-5675

City/State/Zip

Phone #

FILED

00 DEC 27 PM 3:33

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Chartwell II, Inc
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

800003514588--9
-12/27/00--01041--025
*****78.75 *****78.75

- ☐ Walk in ☐ Pick up time _____ ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

00 DEC 27 PM 2:39

RECEIVED

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

CHARTWELL II, INC., a Florida corporation, P98000037076

INTO

CHARTWELL II, INC.. a Nevada corporation not qualified in Florida

File date: December 27, 2000

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER BETWEEN
CHARTWELL II, INC.,
A FLORIDA CORPORATION
AND
CHARTWELL II, INC.,
A NEVADA CORPORATION

FILED
00 DEC 27 PM 3:33
FLORIDA SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1104 and 607.1105 of the Florida Business Corporation Act and Chapter 92A of the Nevada Revised Statutes, Chartwell II, Inc., a Nevada corporation ("Survivor") and Chartwell II, Inc., a Florida corporation ("Merging Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation into its subsidiary, the Survivor, which will be the surviving corporation (the "Merger").

ARTICLE I

The Plan of Merger effecting the Merger of the Merging Corporation with and into the Survivor is attached hereto and made a part of these Articles of Merger as Exhibit "A".

ARTICLE II

The name of the surviving corporation is Chartwell II, Inc., a Nevada corporation.

ARTICLE III

The effective date of the Merger in Florida shall be upon the filing of these Articles of Merger with the Florida Secretary of State and in Nevada upon the filing of a Articles of Merger with the Nevada Secretary of State in connection with the Merger.

ARTICLE IV

The Plan of Merger was adopted by the unanimous written consent of the Board of Directors of Merging Corporation effective as of December 27, 2000. Pursuant to Section 607.1104 of the Florida Business Corporation Act, approval of the shareholders of the Merging Corporation was not required. The Plan of Merger was adopted by the unanimous written consent of the Board of Directors of Survivor effective as of December 27, 2000, and the consent of the sole shareholder of Survivor effective as of December 27, 2000.

ARTICLE V

The address of Survivor in Nevada is CSC Services of Nevada, Inc., 502 East John Street, Carson City, Nevada 89706.

ARTICLE V

Survivor is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation. Survivor has agreed that if there were any to dissenting shareholders of the Merging Corporation, to promptly pay such shareholders the amount to which such shareholder would be entitled under Section 607.1302 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed this document as of the
27 day of December, 2000.

CHARTWELL II, INC., a Florida corporation

By: Mindy Lanigan
Name: Mindy Lanigan
Title: President or Vice President

CHARTWELL II, INC., a Florida corporation

By: Mindy Lanigan
Name: Mindy Lanigan
Title: Secretary

CHARTWELL II, INC., a Nevada corporation

By: Mindy Lanigan
Name: Mindy Lanigan
Title: President or Vice President

CHARTWELL II, INC., a Nevada corporation

By: Mindy Lanigan
Name: Mindy Lanigan
Title: Secretary

PLAN OF MERGER

THIS PLAN OF MERGER, effective as of December 21, 2000 (the "Plan"), between Chartwell II, Inc., a Florida corporation ("Chartwell-FL"), and Chartwell II, Inc., a Nevada corporation ("Chartwell-NE").

BACKGROUND

Chartwell-FL has aggregate authorized capital stock of 1,000 shares of Class A common stock, par value \$.01 per share, 1,000 shares of Class B common stock, \$.01 and 5 shares of Class C common stock, par value \$.01 (the "Chartwell-FL Stock"), of which, as of the date of this Plan, 105.25 shares of Class A common stock were issued and outstanding and 7 shares of Class C common stock were issued and outstanding.

Chartwell-NE has aggregate authorized capital stock of 1,000 shares of Class A common stock, par value \$.01 per share, 1,000 shares of Class B common stock, \$.01 and 2 shares of Class C common stock, par value \$.01 (the "Chartwell-NE Stock"), of which, as of the date of this Plan, 1 share of Class A common stock was issued and outstanding, and held by Chartwell-FL.

The respective Boards of Directors of Chartwell-FL and Chartwell-NE believe that the best interests of Chartwell-FL and Chartwell-NE and their respective stockholders will be served by the merger of Chartwell-FL with and into Chartwell-NE under and pursuant to the provisions of this Plan and the Nevada Business Corporation Act and the Florida Business Corporation Act in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

TERMS OF THE PLAN

1. Merger. Chartwell-FL shall be merged with and into Chartwell-NE (the "Merger").
2. Effective Date. The Merger shall become effective immediately upon the later of the filing of articles of merger with the Secretary of State of Nevada in accordance with Chapter 92A of the Nevada Revised Statutes and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act. The time of such effectiveness is hereinafter called the "Effective Date."
3. Surviving Corporation. Chartwell-NE shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Nevada. On the Effective Date, the separate corporate existence of Chartwell-FL shall cease.
4. Articles of Incorporation. The Articles of Incorporation of Chartwell-NE as it exists on the Effective Date shall be the Articles of Incorporation of the survivor following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Nevada.
5. Bylaws. The Bylaws of Chartwell-NE as they exist on the Effective Date shall be the Bylaws of survivor following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Nevada.
6. Board of Directors and Officers. The members of the Board of Directors and the officers of Chartwell-NE immediately before the Effective Date shall be the members of the Board of Directors and the officers, respectively, of the survivor following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. Retirement of Outstanding Chartwell-NE Stock. On the Effective Date, the 1 share of the Chartwell-NE Stock presently issued and outstanding shall be retired, and no shares of Chartwell-NE Stock or other securities of Chartwell-NE Stock shall be issued in respect thereof.

8. Conversion of Outstanding Chartwell-FL Stock. On the Effective Date, each issued and outstanding share of Chartwell-FL Stock and all rights in respect thereof shall be converted into one fully-paid and nonassessable share of the same Class of Chartwell-NE Stock. After the Effective Date, the holder of the outstanding certificate(s) representing shares of Chartwell-FL capital stock shall surrender the same to Chartwell-NE's registrar and transfer agent for cancellation, and shall be entitled to receive in exchange therefore a certificate evidencing the ownership of the same number of shares of the same Class(es) of Chartwell-NE capital stock as are represented by the Chartwell-FL certificate(s) surrendered to Chartwell-NE's registrar and transfer agent.

9. Rights and Liabilities of Chartwell-NE. At and after the Effective Date, and all in the manner of and as more fully set forth in the Nevada Revised Statutes and the Florida Business Corporation Act, the title to all real estate and other property, or any interest therein, owned by each of Chartwell-NE and Chartwell-FL shall be vested in Chartwell-NE without reversion or impairment; Chartwell-NE shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of Chartwell-NE and Chartwell-FL without reversion or impairment; Chartwell-NE shall thenceforth be responsible and liable for all the liabilities and obligations of each of Chartwell-NE and Chartwell-FL; any claim existing or action or proceeding pending by or against Chartwell-FL or Chartwell-NE may be continued as if the Merger did not occur or Chartwell-NE may be substituted for Chartwell-FL in the proceeding; neither the rights of creditors nor any liens upon the property of Chartwell-NE or Chartwell-FL shall be impaired by the Merger; and Chartwell-NE shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

10. Termination. This Plan may be terminated and abandoned by action of the respective Boards of Directors of Chartwell-NE and Chartwell-FL at any time before the Effective Date, whether before or after shareholder approval.

11. Amendment. The Boards of Directors of the parties hereto may amend this Plan at any time before the Effective Date; provided that an amendment made subsequent to shareholder approval of this Plan shall not: (a) alter or change the number or kind of shares 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 of Chartwell-NE, or (c) change any other terms or conditions of this Plan if such change would adversely affect the holders of any capital stock of either party hereto.

12. Conditions. The obligations of the parties to consummate the Merger are subject to the satisfaction of the following conditions: (i) no action, suit, or proceeding shall be pending before any court or quasi-judicial or administrative agency of any federal, state, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (a) prevent consummation of the Merger, (b) cause the Merger to be rescinded following consummation, or (c) adversely affect the business, assets, properties, operations (financial or otherwise), or prospects of Chartwell-NE as a result of the Merger (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect); and (ii) the parties shall have received all consents of third parties that have agreements with Chartwell-FL and whose consent is required for the assumption of such agreements by Chartwell-FL if the failure to obtain such consent would have a material adverse effect on the business or operations of Chartwell-NE or Chartwell-FL.