

# A 96000001365

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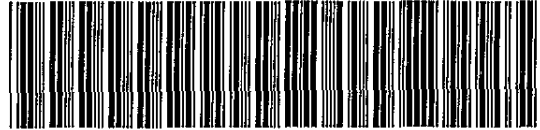
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HILARY B. MILLER  
ATTORNEY AT LAW

MEMBER OF NEW YORK  
AND CONNECTICUT BARS

112 PARSONAGE ROAD  
GREENWICH, CONNECTICUT 06830-3942  
(203) 861-6262  
FACSIMILE: (914) 206-3727

November 5, 2002

4 GRAND PARK AVENUE  
SCARSDALE, NEW YORK 10583-7612  
(914) 673-6341  
FACSIMILE: (914) 206-3727

HILARY@MILLER.NET

PLEASE REPLY TO:  
Connecticut Office

Secretary of State  
Division Of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314-6327

Re: Scherl Enterprises, Ltd.

Dear Madam:

Enclosed for filing is the Articles of Merger of Scherl Enterprises, Ltd., a Florida limited partnership, with and into Scherl Transition Limited Partnership, a Connecticut limited partnership, together with a check for \$157.50.

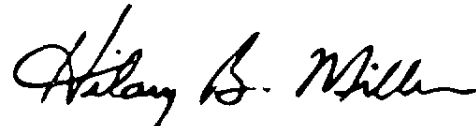
Please return one certified copy of this filing.

A self-addressed, stamped envelope is enclosed for the convenience of your reply.

The Florida organization of this partnership is terminated with this filing. Kindly note your records accordingly.

Thank you for your courtesy in this matter.

Very truly yours,



HILARY B. MILLER

Encl.

c.c.: Messrs.: Allen I. Scherl  
Steven Frushtick

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SCHERL ERNTERPRISES, LTD., A FLORIDA LIMITED PARTNERSHIP  
(A96000001365)

INTO

**SCHERL TRANSITION LIMITED PARTNERSHIP.** entity not qualified in Florida

File date: November 15, 2002

Corporate Specialist: Diane Cushing

# Articles of Merger

- of -

Scherl Enterprises, Ltd. <sup>296 - 1</sup>  
A Florida Limited Partnership

- with and into -

Scherl Transition Limited Partnership  
A Connecticut Limited Partnership

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TALLAHASSEE, FLORIDA

PURSUANT TO FLORIDA STATUTES § 620.203

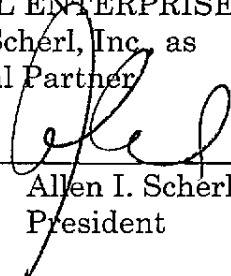
The undersigned does hereby as follows:

1. A true copy of the plan of merger is attached hereto and incorporated herein by reference.
2. The plan of merger was approved by each domestic partnership that is a party to the merger in accordance with the applicable provisions of Chapter 620 of the Florida Statutes, and the written consent of each person who, as a result of the merger, becomes a general partner of the surviving entity has been obtained pursuant to Section 620.202(2).
3. The surviving entity is Scherl Transition Limited Partnership, a Connecticut limited partnership, and the address of its principal office under the laws of the state in which it was organized is 112 Parsonage Road, Greenwich, Connecticut 06830-3942.
4. The surviving entity is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting partners of each domestic limited partnership that is a party to the merger.
5. The surviving entity has agreed to promptly pay to the dissenting partners of each domestic limited partnership that is a party to the merger the amount, if any, to which they are entitled under Section 620.205.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the 9th day of October, 2002, who affirms that the statements made herein are true under the penalties of perjury.

SCHERL ENTERPRISES, LTD.

By: T. Scherl, Inc. as  
General Partner

By:   
Name: Allen I. Scherl  
Title: President

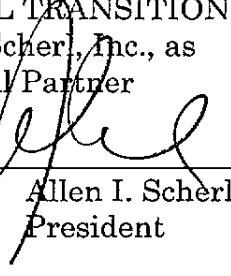
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SCHERL TRANSITION LIMITED PARTNERSHIP

By: T. Scherl, Inc., as  
General Partner

By:   
Name: Allen I. Scherl  
Title: President

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Agreement and Plan of Merger

- of -

Scherl Enterprises, Ltd.

- and -

Scherl Transition Limited Partnership

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER, dated as of the 9th day of October, 2002, between SCHERL ENTERPRISES, LTD., a Florida limited partnership (the "Florida Entity"), and SCHERL TRANSITION LIMITED PARTNERSHIP, a Connecticut limited partnership ("the Connecticut Entity"),

Witnesseth:

WHEREAS, the parties desire to change the jurisdiction of organization of the Florida Entity from Florida to Connecticut, and in order to effectuate such reorganization, to merge the Florida Entity with and into the Connecticut Entity as hereinafter specified, with the Connecticut Entity being the surviving entity;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

1. At the Effective Time (as hereinafter defined), the Florida Entity shall be merged with and into the Connecticut Entity, with the Connecticut Entity being the surviving entity.

2. There are no partnership interests presently outstanding of the Connecticut Entity nor are there any outstanding rights to acquire partnership interests in the Florida Entity. At the Effective Time, all of the partnership interests in the Florida Entity shall be deemed to be exchanged for identical interests in the Connecticut Entity, with the effect that the ownership and partnership interests of the Connecticut Entity shall be identical to those of the Florida Entity immediately prior to the Merger.

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

(a) the separate existence of the Florida Entity shall cease, and the Connecticut Entity shall possess all the rights, privileges, powers and franchises of the Florida Entity, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of the Florida Entity;

(b) all property of the Florida Entity, real, personal and mixed, all debts due to the Florida Entity on whatever account and all other things in action or belonging to the Florida Entity shall be vested in the Connecticut Entity;

(c) the title to any real estate vested by deed or otherwise in the Florida Entity shall not revert or be in any way impaired, but all rights of creditors therein and all liens thereon shall be preserved unimpaired;

(d) all debts, liabilities, duties and other obligations of the Florida Entity under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or instruments to which the Florida Entity is a party or by which it is bound shall attach to the Connecticut Entity and may be enforced against the Connecticut Entity to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Connecticut Entity;

(e) the Connecticut Entity expressly assumes all debts, liabilities, duties and other obligations of the Merging Entity under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or instruments to which the Florida Entity is a party or by which it is bound; and

(f) any claim existing or action or proceeding pending by or against the Florida Entity may be prosecuted as if the Merger had not taken place, or the Connecticut Entity may be proceeded against or substituted in place of the Florida Entity.

4. The Merger shall become effective upon the filing of a Certificate of Merger with the Secretary of State of the State of Connecticut or at such other time as the parties may agree and as shall be stated in the Certificate of Merger (the "Effective Time").

5. The certificate of limited partnership of the Connecticut Entity, as in effect immediately prior to the Effective Time, shall be the certificate of limited partnership of the surviving entity, except that the name of the surviving entity shall be SCHERL ENTERPRISES LIMITED PARTNERSHIP. The agreement of limited partnership of the Florida Entity, as in effect immediately prior to the Effective Time, shall be the agreement of limited partnership of the surviving entity, except that the name of the surviving entity shall be SCHERL ENTERPRISES, LTD. (or SCHERL ENTERPRISES LIMITED PARTNERSHIP if so required by law).

6. The sole general partner of the surviving entity is T. SCHERL, INC., a Florida corporation, whose business address is 4 Grand Park Avenue, Scarsdale, New York 10583-7612.

7. At any time prior to the Effective Time, this Agreement may be amended, modified or terminated by the general partner of the Connecticut Entity, notwithstanding approval by the stockholders or partners of any of the parties hereto.

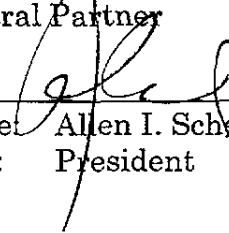
8. ALL RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT AND PLAN OF MERGER SHALL BE GOVERNED BY AND CONSTRUED IN ACCOR-

DANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the general partner of each entity and the unanimous approval of the limited partners of the Florida Entity, have caused these presents to be executed by each party hereto as the respective act, deed and agreement of each of said parties, as of the date first written above.

SCHERL ENTERPRISES, LTD.

By: T. Scherl, Inc., as  
General Partner

By:   
Name: Allen I. Scherl  
Title: President

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TALLAHASSEE, FLORIDA

SCHERL TRANSITION LIMITED PARTNERSHIP

By: T. Scherl, Inc., as  
General Partner

By:   
Name: Allen I. Scherl  
Title: President