

847977

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H05000294333 3)))

TKI

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850)205-0380

From: Account Name : CORPORATION SERVICE COMPANY  
Account Number : I20000000195  
Phone : (850)521-1000  
Fax Number : (850)558-1575

EFFECTIVE DATE  
12-31-05

RECEIVED  
05 DEC 29 AM 8:00  
DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE  
REALTY SYSTEMS, INC.

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA  
05 DEC 29 AM 10:25  
FILED

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

Q MA

**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Realty Systems, Inc.</u>	<u>Delaware</u>	<u>847977 (Florida)</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>NRC Sales of Florida, Inc.</u>	<u>Florida</u>	<u>P97000017260</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

EFFECTIVE DATE  
12-31-05

RECEIVED  
TALLAHASSEE  
FLORIDA  
STATE

05 DEC 29 AM 10:25

FILED

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2005 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the surviving corporation on December 29, 2005.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 29, 2005.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
<u>Realty Systems, Inc.</u>	<u><i>David W. Fell</i></u>	<u>David W. Fell, Vice President, Associate General Counsel and Secretary</u>
_____	_____	_____
<u>NEC Sales of Florida, Inc.</u>	<u><i>David W. Fell</i></u>	<u>David W. Fell, Vice President, Associate General Counsel and Secretary</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Attachment to Articles of Merger*

**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER** dated as of December 31, 2005, by and between Realty Systems, Inc., a Delaware corporation (hereinafter sometimes referred to as the "Delaware Company" or the "Surviving Entity"), and NHC Sales of Florida, Inc., a Florida corporation (the "Merging Company"). (The Delaware Company and the Merging Company are hereinafter sometimes referred to individually as a "Constituent Entity" or collectively as the "Constituent Entities").

**WITNESSETH:**

**WHEREAS**, the Board of Directors and stockholders of the Delaware Company and the Board of Directors and shareholders of the Merging Company have determined that it is advisable and in the respective best interests of each entity that the Merging Company be merged with and into the Delaware Company upon the terms and conditions herein set forth and in accordance with the applicable provisions of the laws of the respective jurisdiction; and

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the Merging Company shall be merged with and into the Delaware Company and that the terms and conditions thereof are and shall be as follows:

**ARTICLE I**  
**Merger**

1.1 On December 31, 2005 (the "Effective Date"), the Merging Company and the Delaware Company shall be merged into a single corporation by the Merging Company merging with and into the Delaware Company, and the Delaware Company shall be the surviving entity (the "Surviving Entity"). This Agreement and Plan of Merger shall be submitted to the stockholders or shareholders as the case may be of each of the Constituent Entities, as provided by law, and shall take effect and be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Entities on the Effective Date conditioned upon the approval or adoption thereof by the stockholders or shareholders of each Constituent Entity in accordance with the laws of the respective jurisdiction and upon the doing of such acts and things as shall be required for accomplishing the merger.

1.2 On the Effective Date:

(a) The Delaware Company, as the Surviving Entity, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of, or belonging to, or due to each of the Constituent Entities, shall be vested in the Surviving Entity without further act or deed, and the title to any real estate or any interest therein

60428025

vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the merger.

(b) All the liabilities and obligations of each of the Constituent Entities shall attach to and become liabilities and obligations of the Surviving Entity and the Surviving Entity shall be liable and responsible for all such liabilities and obligations; and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the merger had not taken place, or the Surviving Entity may be substituted in its place and neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by the merger.

(c) The purposes for which the Surviving Entity is formed and the nature of the business to be transacted by it shall be as set forth in the Certificate of Incorporation of the Delaware Company, and the Surviving Entity shall continue with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a corporation organized under the Delaware General Corporation Law (the "DGCL").

**ARTICLE II**

**Certificate of Incorporation of the Surviving Entity**

2.1 The Certificate of Incorporation of the Delaware Company in effect on the Effective Date shall be the Certificate of Incorporation of the Surviving Entity in effect on the Effective Date, and it shall thereafter continue to be the Certificate of Incorporation of the Surviving Entity until duly amended or changed in accordance with the provisions of the DGCL.

**ARTICLE III**

**Capitalization**

3.1 The Capitalization of the Constituent Entities immediately prior to the merger becoming effective is as follows:

(a) The Delaware Company is authorized to issue the following shares of stock (collectively, the "Delaware Company Stock"): (i) 10,000 Class A shares of \$0.01 par value common stock, (ii) 2,000 Class B shares of \$0.01 par value common stock, and (iii) 11,000 shares of \$0.01 par value preferred stock, of which all issued and outstanding shares are owned by MHC Operating Limited Partnership, an Illinois limited partnership.

(b) The Merging Company is authorized to issue (the "Merging Company Stock") 500 shares of \$1.00 par value common stock, of which all issued and outstanding shares are owned by MHC Trust, a Maryland real estate investment trust.

H 050002943333

**ARTICLE IV**

**Manner of Conversion of Merging Company Stock and Delaware Company Stock**

4.1 Upon the merger becoming effective as provided herein:

(a) Each share of Delaware Company Stock outstanding immediately prior to the merger becoming effective shall be an identical share of the Surviving Entity. The stockholders of the Delaware Company immediately prior to the merger becoming effective shall continue as stockholders of the Surviving Entity upon the merger becoming effective.

(b) Each share of Merging Company Stock issued and outstanding immediately prior to the merger becoming effective shall be cancelled and no further consideration shall be given therefor.

**ARTICLE V**

**Capitalization of the Surviving Entity**

5.1 Upon the merger becoming effective, the par value of the Surviving Entity shall consist of an amount equal to the aggregate of the amount of the par value of the Delaware Company immediately before the merger becomes effective and the amount of the par value of the Merging Company Stock immediately before the merger becomes effective, and the excess of the amounts at which the assets and liabilities of the Constituent Entities are stated on the books of the respective Constituent Entities immediately before the merger becomes effective (subject to such adjustments as may be required to effect comparability of accounting policies and practices) shall be surplus.

**ARTICLE VI**

**Termination**

6.1 This Agreement may be terminated and abandoned at any time before the Effective Date by the mutual consent of the Constituent Entities.

**ARTICLE VII**

**Miscellaneous**

7.1 This Agreement (a) shall be governed by and construed in accordance with the laws of the State of Delaware, (b) shall not be waived, except by an instrument in writing, signed by the party to be charged, and (c) shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

H 050002943333

H 050002943333

7.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.3 The parties hereto each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances, and to take all such further action, including, without limitation, the execution and filing of such instruments in the State of Delaware, the State of Florida and any other state as shall be necessary or desirable to carry out this Agreement and to consummate and effect the merger contemplated hereby.

H 050002943333

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their Board of Directors, stockholders or shareholders, have caused this Agreement to be executed and attested to by officers duly authorized as of the day and year first above written.

**DELAWARE COMPANY:**

Realty Systems, Inc., a Delaware corporation

By: David W. Fell  
Name: David W. Fell  
Its: Vice President, Associate General Counsel and Secretary

**MERGING COMPANY:**

NHC Sales of Florida, Inc., a Florida corporation

By: David W. Fell  
Name: David W. Fell  
Its: Vice President, Associate General Counsel and Secretary