

MO2000000864



ACCOUNT NO. : 072100000032

REFERENCE : 508560 7222472

AUTHORIZATION :

Patricia Pigute

COST LIMIT : \$ 75.00

ORDER DATE : April 2, 2002

ORDER TIME : 9:43 AM

ORDER NO.: 508560-010

CUSTOMER NO: 7222472

CUSTOMER: Ms. Lucinda Lang
Carlton Fields Ward Emmanuel
Suite 4000
100 Southeast Second Street
Miami, FL 33131

300005191989--3

ARTICLES OF MERGER

OLD BRIDGE PARK OF FLORIDA,
LLC

INTO

OLD BRIDGE PARK, LLC

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

02 APR -4, PM 2:09

FILED

Name Availability	
Document Examiner	PLEASE RETURN THE FOLLOWING AS PROOF OF FILING: DCC
Updater	CERTIFIED COPY XX DCC PLAIN STAMPED COPY
Updater Verifier	CONTACT PERSON: Susie Knight DCC
Acknowledgement	DCC
W.P. Verifier	DCC

EXAMINER'S INITIALS: EX 1156

02 APR -4 AM 10:26

RECEIVED

1 date on page 3 (Article 4)

7 pages

MO2000000864



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 4, 2002

SUSIE KNIGHT
CSC
TALLAHASSEE, FL

SUBJECT: OLD BRIDGE PARK, LLC
Ref. Number: M02000000864

We have received your document for OLD BRIDGE PARK, LLC and the authorization to debit your account in the amount of \$75.00. However, the document has not been filed and is being returned for the following:

In the Articles of Merger in section 3 you state the Florida registration number is 65-1157724. Do you mean to say the registration number or do you mean to say the Federal Employers Identification Number? In the Agreement and Plan of Merger in Article 4 you have left out some dates. Please insert the dates so I can process your document.

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) 245-6913.

Diane Cushing
Corporate Specialist

Letter Number: 502A00019855

ARTICLES OF MERGER
Merger Sheet

MERGING:

OLD BRIDGE PARK OF FLORIDA, LLC., A FLORIDA LIMITED LIABILITY
COMPANY (L01000021135)

into

OLD BRIDGE PARK, LLC, a Delaware entity M02000000864

File date: April 4, 2002

Corporate Specialist: Diane Cushing

Account number: 072100000032

Amount charged: 50.00

ARTICLES OF MERGER

OF

OLD BRIDGE PARK OF FLORIDA, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

L01000021135

AND

OLD BRIDGE PARK, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

m02000000864

INTO

OLD BRIDGE PARK, LLC

Under Section 608.4382 of the Florida Limited Liability Act

02 APR -4 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

1. The name of the surviving limited liability company is Old Bridge Park, LLC, a Delaware limited liability company, and the name of the domestic limited liability company being merged into the surviving foreign limited liability company is Old Bridge Park of Florida, LLC, a Florida limited liability company.

2. Old Bridge Park, LLC filed its initial Certificate of Formation with the Delaware Secretary of State on December 6, 2001. Its principal office is located at 10800 Lakeside Drive, Coral Gables, FL 33156, and its Federal Employer Identification Number is 61-1404220.

3. Old Bridge Park of Florida, LLC filed its Articles of Organization with the Florida Secretary of State on December 6, 2001. Its principal office is located at 10800 Lakeside Drive, Coral Gables, FL 33156, and its Florida Registration Number is L01000021135, and its Federal Employer Identification Number is 65-1157724. No application for authority has been filed with the Delaware Department of State.

4. The attached Agreement and Plan of Merger has been approved, adopted, executed and acknowledged by Old Bridge Park, LLC, the surviving limited liability company, in accordance with the provisions of Section 18-209 of the Delaware Limited Liability Company Act and by Old Bridge Park of Florida, LLC, the merging limited liability company in accordance with the provisions of Section 608.4382 of the Florida Limited Liability Company Act.

5. The name of the surviving foreign limited liability company is: Old Bridge Park, LLC, which will continue its existence under its present name.

6. The surviving foreign limited liability company hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting members of each domestic limited liability company that is a party to the merger.

7. The surviving foreign limited liability company agrees to pay the dissenting members of each domestic limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section 608.4384 of the Florida Limited Liability Company Act.

8. The Certificate of Formation of Old Bridge Park, LLC, a Delaware limited liability company, as now in force and effect, shall continue to be the Certificate of Formation of said surviving limited liability company until amended and changed pursuant to the provisions of the Delaware Limited Liability Company Act.

9. The effective date of the merger is the date upon which the Articles are filed with the Florida Department of State.


10. This merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Operating Agreement or Articles of Organization of Old Bridge Park of Florida, LLC, or the Operating Agreement or Certificate of Formation of Old Bridge Park, LLC.

11. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

OLD BRIDGE PARK, LLC,
a Delaware limited liability company

By: 
Joel Schenkman
President and Manager

OLD BRIDGE PARK OF FLORIDA, LLC
a Florida limited liability company

By: 
Joel Schenkman
President and Manager

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

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02 APR -11 PM 2:10
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TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger ("Plan of Merger") is made by and between Old Bridge Park, LLC, a Delaware limited liability company ("OBP" or "Surviving Entity"), and Old Bridge Park of Florida, LLC, a Florida limited liability company ("OBPF" or the "Merging Entity"). OBP and OBPF may sometimes hereinafter collectively be referred to as the "Constituent Entities and individually as a "Constituent Entity."

WITNESSETH:

WHEREAS, OBP is a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal offices located at 10800 Lakeside Drive, Coral Gables, FL 33156, and its Federal Employer Identification Number is 61-1404220. OBP's capitalization presently consists of two classes of membership interests represented by shares, of which 100 voting shares ("Voting Shares") are issued and outstanding and held by one member, and 10,000 nonvoting shares are authorized for issuance ("Nonvoting Shares") (hereinafter sometimes collectively referred to as the "L.L.C. Shares");

WHEREAS, OBPF is a limited liability company duly organized and existing under the laws of the State of Florida, with its principal offices located at 10800 Lakeside Drive, Coral Gables, FL 33156, and its Federal Employer Identification Number is 65-1157724. OBPF's capitalization consists of one class of membership interests represented by shares held by one member in the amount of 100 (hereinafter referred to as the "OBPF Shares");

WHEREAS, the Agreement and Plan of Merger meets the requirements of Section 608.438 of the Florida Limited Liability Act ("FLLA") and were approved by OBPF in accordance with the FLLA;

WHEREAS, the Agreement and Plan of Merger meets the requirements of Section 18-209 of the Delaware Limited Liability Act ("DLLA") and was approved by OBP in accordance with the DLLA; and

WHEREAS, the merger ("Merger") is permitted under the laws of all applicable jurisdictions and is not prohibited by the Operating Agreement or Articles of Organization of OBPF or the Operating Agreement or Certificate of Formation of OBP.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Upon the terms and subject to the conditions set forth herein, OBPF shall be merged with and into OBP upon filing of Articles of Merger with the Florida Department of State in accordance with Section 608.4382 of the FLLA and filing of a Certificate of Merger with the Delaware Department of State in accordance with Section 18-209 of the DLLA (the time of the last filing may hereafter be referred to as the "Effective Time"). As of the Effective Time, the separate corporate existence of OBPF shall cease and OBP shall be the surviving entity. The separate existence of OBP as a limited liability company shall continue unaffected and unimpaired by the Merger.

1.1 The Certificate of Formation of the Surviving Entity, as in effect immediately prior to the Effective Time, shall remain in effect and be the Certificate of Formation of the Surviving Entity at and after the Effective Time until duly amended in accordance with the laws of the State of Delaware and the Operating Agreement.

1.2 The Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall remain in effect and be the Operating Agreement of the Surviving Entity at and after the Effective Time until duly amended in accordance with such Operating Agreement and applicable law.

ARTICLE 2

2.1 At the Effective Time, all OBPF's Shares held by its sole member shall be converted into and be exchangeable for 9900 Nonvoting Shares (such member referred to as the "Entity Owner").

2.2 As soon as practicable after the Effective Time and after surrender to the Surviving Entity by the Entity Owner of all certificates of OBPF's Shares registered in such Entity Owner's name, the Surviving Entity shall issue and deliver to such Entity Owner a certificate representing the Nonvoting Shares into which ownership interests previously represented by the surrendered certificate shall have been converted at the Effective Time. Until surrendered as contemplated by the preceding sentence, the certificate of the Entity Owner, which immediately prior to the Effective Time represented all of the then outstanding OBPF's Shares shall be deemed at and after the Effective Time to represent only the right to receive, upon such surrender, the certificate representing the Nonvoting Shares as contemplated by the preceding sentence.

2.3 After the Effective Time, there shall be no further registration of transfers on the share transfer books of the Surviving Entity with respect to any OBPF's Shares of which were outstanding immediately prior to the Effective Time.

ARTICLE 3

When the Merger has been effected:

3.1 The separate existence of OBPF shall cease and the existence and identity of OBP as a limited liability company shall continue as the Surviving Entity.

3.2 OBP shall have the rights, privileges, immunities and powers, and shall be subject to all of the duties and liabilities, of a limited liability company under the DLLA.

3.3 OBP shall possess all of the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Constituent Entities; and all property, real (immovable), personal (movable), intangible and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses of action, and all and every other interest, belonging to any of the Constituent Entities, shall be taken and deemed to be transferred to and vested in OBP without act or deed.

3.4 OBP shall be responsible and liable for all liabilities and obligations of each of the Constituent Entities, and any claim existing or action or proceeding pending by or threatened against either of the Constituent Entities may be prosecuted as if such Merger had not taken place or OBP may be substituted in its place. Neither the rights of creditors nor liens upon the property of any of the Constituent Entities shall be impaired by the Merger.

ARTICLE 4

4.1 **Manager.** The name and address of the manager of OBP is Joel Schenkman, 10800 Lakeside Drive, Coral Gables, FL 33156.

4.2 **Counterparts.** This Agreement and Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

4.3 **Date of Member's Approval.** This Agreement and Plan of Merger were duly approved and adopted by the unanimous written consent of members of OBP dated as of April 3, 2002 and by the unanimous written consent by all of the members of OBPF dated as of April 3, 2002.

4.4 **Dates of Manager Approval.** This Agreement and Plan of Merger was duly approved and adopted by: (i) the written action of the sole manager of OBP dated as of April 3, 2002; and (ii) the written action of the sole manager of OBPF dated as of April 3, 2002.

ARTICLE 5

This Agreement and Plan of Merger complies with and is executed in accordance with the laws of each Constituent Entity's applicable jurisdiction.

IN WITNESS WHEREOF, each of the Constituent Entities has caused this Agreement and Plan of Merger to be executed by their respective managers hereunto duly authorized.

Old Bridge Park of Florida, LLC, a
Florida limited liability company

By: 
Joel Schenkman, Manager

Old Bridge Park LLC, a Delaware limited
liability company

By: 
Joel Schenkman, Manager

02 APR -4 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED