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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 658162 162285A

AUTHORIZATION :

COST LIMIT : \$ 112,050

ORDER DATE : May 21, 2013

ORDER TIME : 5:21 PM

ORDER NO. : 658162-005

CUSTOMER NO: 162285A

ARTICLES OF MERGER

WENDTHOMAS OPERATING, LLC

INTO

WENDBEACH ASSOCIATES LIMITED
PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

CERTIFICATE OF MERGER

Submitted in accordance with Section 620.2108, Florida Statutes

FILED
13 MAY 22 11:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The exact name, form/entity type and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Wendbeach Associates Limited Partnership	Florida	Limited Partnership
Wendthomas Operating, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Wendbeach Associates Limited Partnership	Florida	Limited Partnership

THIRD: The date the merger is effective under the governing laws of the surviving party is: May 27, 2013.

FOURTH: The attached agreement and plan of merger was approved by each party as required by its governing law.

FIFTH: Signatures for each party:

WENDBEACH ASSOCIATES
LIMITED PARTNERSHIP

By: Wendbeach Corp., its General Partner

By:



Lewis Topper, Secretary

WENDTHOMAS OPERATING, LLC

By:



David Topper, Manager

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is made and entered into as of this 3rd day of May, 2013 by and between WENDTHOMAS OPERATING, LLC, a Florida limited liability company ("Thomas"), and WENDBEACH ASSOCIATES LIMITED PARTNERSHIP, a Florida limited partnership ("Beach").

WHEREAS, the managers of Thomas and the general partner of Beach have deemed it advisable and to their respective advantages that Thomas merge into Beach (the "Merger") upon the terms and conditions herein provided;

WHEREAS, the general partner of Beach, and the managers of Thomas, have approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, each of Thomas and Beach hereby agree to merge in accordance with the following plan:

1. Merger.

(a) Thomas shall be merged with and into Beach and the separate existence of Thomas shall cease at the Effective Time of the Merger, and Beach shall survive the Merger and continue its existence as the surviving limited partnership, all as provided by, and pursuant to the provisions of, the Business Organizations Law of the State of Florida. The name of the surviving entity shall remain Wendbeach Associates Limited Partnership until such time as its name may be changed in accordance with the laws of the State of Florida.

(b) Promptly after the execution and delivery hereof, an appropriate Certificate of Merger shall be signed and delivered for filing by the Florida Department of State.

(c) The Merger shall become effective on May 27, 2013 (hereinafter referred to as the "Effective Time").

2. General Partner of Beach. The general partner of Beach immediately prior to the Effective Time shall continue to be the general partner of Beach immediately after the Effective Time, to serve in accordance with the limited partnership agreement of Beach.

3. Officers of Beach. The officers of Beach in office immediately prior to the Effective Time shall continue to be the officers of Beach immediately after the Effective Time, to serve in accordance with the limited partnership agreement of Beach until their respective successors are duly elected or appointed and qualified.

4. Governing Documents. Each of the Certificate of Limited Partnership and the Limited Partnership Agreement of Beach as in effect immediately prior to the Effective Time shall be the Certificate of Limited Partnership and the Limited Partnership Agreement of Beach immediately after the Effective Time and thereafter may be amended from time to time in accordance with their terms and as provided by law.

5. Effect of Merger upon Issued Interests of the Thomas and the Beach. Each unit of membership interest of Thomas shall, upon the effective date of the merger, be converted into 3.35025 units of limited partnership interest in Beach. The issued units of the Beach shall not be converted in any manner, but each said unit which is issued as of the effective date of the merger shall continue to represent one issued unit of Beach.

6. Approval by Members of Thomas. The Plan of Merger herein made and adopted shall be submitted to the members of Thomas for their adoption or rejection in the manner prescribed by the provisions of the Business Organizations Law of the State of Florida, and the merger of Thomas with and into Beach shall be authorized in the manner prescribed by the laws of the State of Florida.

7. Effectuation of the Merger. In the event that the Plan of Merger shall have been adopted by the members entitled to vote of Thomas in the manner prescribed by the provisions of the Business Organizations Law of the State of Florida, and in the event that the merger of Thomas with and into Beach shall have been duly authorized in compliance with the laws of the State of Florida, Thomas and Beach hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger subject, however, to any provision or provisions contained hereinafter for abandoning the Plan of Merger before or after the adoption thereof by the members entitled to vote of Thomas or before or after the authorization of the merger upon behalf of Beach.

8. Rights and Liabilities of Beach. At and after the Effective Time, Beach shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of Thomas; all debts due to Thomas of whatever account shall be vested in Beach; all claims, demands, property, rights, privileges, powers and franchises and every other interest of Thomas shall be as effectively the property of Beach as they were of Thomas; the title to any real estate vested by deed or otherwise in Thomas shall not revert or be in any way impaired by reason of the Merger, but shall be vested in Beach; all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time; and all debts, liabilities and duties of Thomas shall thenceforth attach to Beach and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

9. Further Assurances. From time to time, as and when required by Beach, there shall be executed and delivered on behalf of Thomas such deeds and other instruments, and there shall be taken or caused to be taken by each of them all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Beach the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Thomas and otherwise to carry out the purposes of this Merger Agreement, and the officers of Beach are fully authorized, empowered and directed in the name and on behalf of Thomas or otherwise to take any and all such action and to make, execute, deliver, file and/or record any and all such deeds and other instruments, papers and documents.

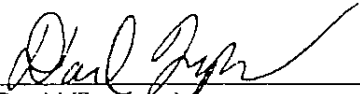
10. Authorization. The managers, general partner and the proper officers of Thomas and of Beach, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

11. Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Merger Agreement to be executed as of the date first above written.

WENDTHOMAS OPERATING, LLC,

A Florida Limited Liability Company

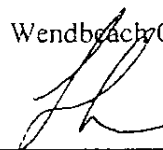
By: 
David Topper, Manager

WENDBEACH ASSOCIATES

LIMITED PARTNERSHIP

A Florida limited partnership

By: ~~Wendbeach Corp.~~, its General Partner

By: 
Lewis Topper, Secretary