

407259

By Airborne Express

November 10, 1998

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

700002686057--0
-11/12/98-01084-003
*****87.50 *****87.50

Dear Sir/Madam:

Enclosed are the following documents with respect to the merger of K-Site Realty Corp. into its parent company, Continental Realty Finance Corporation:

- Check in the amount of \$87.50 to cover the filing fee of \$70.00 (\$35.00 for each corporation), and two (2) certified copies in the amount of \$8.75 each.
- Articles of Merger of K-Site Realty Corp. with and into Continental Realty Finance Corporation.

Please return the filed copies to my attention at the above address. Thank you.

Very truly yours,

Judy Bory

Judith Bory
Vice President

FILED
98 NOV 12 AM 11:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosures

merger
TLL NOV 17 1998

ARTICLES OF MERGER
Merger Sheet

MERGING:

K-SITE REALTY CORP., a Florida corporation, 654762.

INTO

CONTINENTAL REALTY FINANCE CORPORATION, a Florida corporation,
407259

File date: November 12, 1998

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER OF
K-SITE REALTY CORP.
WITH AND INTO
CONTINENTAL REALTY FINANCE CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby adopt the following Articles of Merger for the purpose of merging these corporations:

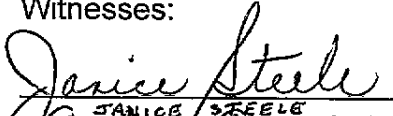
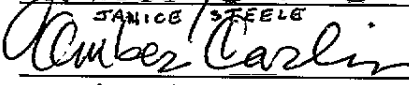
1. **K-SITE REALTY CORP.**, a Florida corporation, is hereby merging with and into **CONTINENTAL REALTY FINANCE CORPORATION**, a Florida corporation, pursuant to the Agreement and Plan of Merger attached hereto as Exhibit A. K-Site Realty Corp. is a wholly-owned subsidiary of Continental Realty Finance Corporation.

2. The effective date of the merger shall be the date these Articles of Merger are filed with the Secretary of State of the State of Florida.

3. The Plan of Merger was approved and adopted by the Directors of each Corporation on November 6, 1998. No shareholder approval was required.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its President as of the 9th day of November, 1998.

Witnesses:

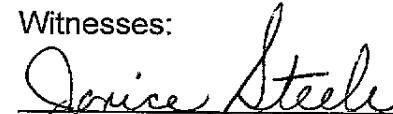
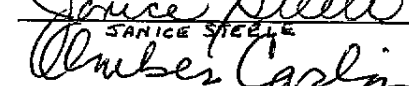

JANICE STEELE

AMBER CARLIN

K-SITE REALTY CORP.

By: 

Lawrence Lopater, President

Witnesses:


JANICE STEELE

AMBER CARLIN

CONTINENTAL REALTY FINANCE CORPORATION

By: 

Lawrence Lopater, President

AGREEMENT AND PLAN OF MERGER

AGREEMENT OF PLAN AND MERGER ("Agreement") made this 6th day of November, 1998, by and between **K-SITE REALTY CORP.**, a Florida corporation ("K-Site"), and **CONTINENTAL REALTY FINANCE CORPORATION**, a Florida corporation ("Continental") (K-Site and Continental are collectively referred to as the "Corporations" and are sometimes referred to individually as the "Corporation").

WHEREAS, as of the date hereof, Continental owns 60 shares of common stock of K-Site, without par value, which constitutes all of the issued and outstanding shares of stock of K-Site (hereinafter referred to as "K-Site Stock"); and

WHEREAS, the Board of Directors of each Corporation deems it advisable, in order to effectuate administrative cost reductions and for other general business purposes, that the Corporations merge into a single corporation ("Merger") pursuant to this Agreement and the applicable laws of the State of Florida; and

WHEREAS, the Corporations desire to adopt this Agreement as a Plan of Merger and to consummate the Merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and the provisions of Section 607.1105 of the Florida Statutes.

NOW, THEREFORE, the Corporations agree that, as of the Effective Date (as defined below), K-Site shall be merged with and into Continental ("Parent Corporation"), which shall be the surviving corporation, in accordance with the applicable laws of the State of Florida, and that the terms and conditions of the Merger shall be as follows:

1. **Effective Date of Merger.** The effective date of the Merger shall be the date the Articles of Merger are filed with the Secretary of State of the State of Florida ("Effective Date").

2. **Cancellation of Shares of Subsidiary Corporation.** Each share of K-Site Stock which is issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the Parent Corporation, be canceled as of the Effective Date.

3. **Board of Directors and Officers of Parent Corporation.** Until the election and qualification of their successors, the members of the Board of Directors of the Parent Corporation in office on the Effective Date shall remain the Board of Directors of the Parent Corporation until the election and qualification of their successor(s). The elected officers of the Parent Corporation in office on the Effective Date shall continue in office at the pleasure of the Board of Directors of the Parent Corporation, until the election and qualification of their successor(s).

4. **Effect of the Merger.** On the Effective Date, the separate existence of the Subsidiary Corporation shall cease (except as otherwise provided by law) and it shall be merged with and into the Parent Corporation. All property (real, personal and mixed) of the Subsidiary Corporation and all debts due to the Subsidiary Corporation on whatever account shall be taken and deemed to be transferred to and vested in the Parent Corporation without further act or deed. The Parent Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Subsidiary Corporation, and any claim or judgment against the Subsidiary Corporation may be enforced against the Parent Corporation.

5. **Approval of Directors.** Execution of this Agreement has been duly authorized and approved by the Board of Directors of each Corporation in accordance with applicable laws of the State of Florida.

6. **Designation of Agent for Service.** As of the Effective Date, Berger & Shapiro, 100 N.E. Third Avenue, Suite #400, Fort Lauderdale, Florida 33301 shall hereby become the Registered Agent to accept service of process in any action of the Subsidiary Corporation for which the Subsidiary Corporation is liable under this Agreement or under applicable laws of the State of Florida.

7. **General Provisions.**

(a) **Further Assurances.** At any time, and from time to time, after the Effective Date, each party shall execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or to otherwise carry out the intent and purposes of this Agreement.

(b) **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or sent by prepaid first class registered or certified mail, return receipt requested, as follows:

K-SITE REALTY CORP.
888 Seventh Avenue, Suite 3400
New York, New York 10106-0199

CONTINENTAL REALTY FINANCE CORPORATION
888 Seventh Avenue, Suite 3400
New York, New York 10106-0199

(c) **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any other agreement, representation or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or subject matter hereof.

(d) **Headings.** The paragraph and subparagraph headings to this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

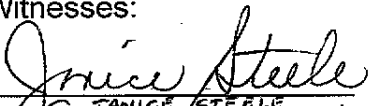

(e) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

(f) **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by any party of its rights under this Agreement without the written consent of the other parties shall be void.

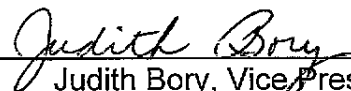
(g) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by its Board of Directors, has caused this Agreement to be executed by its respective officers and its corporate seal to be hereunto affixed as of the year and date first above written.



Witnesses:


JANICE STEELE

AMBER CARLIN

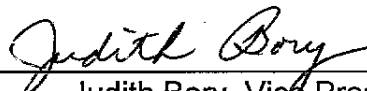
K-SITE REALTY CORP.

By: 
Judith Bory, Vice President

Witnesses:


JANICE STEELE

AMBER CARLIN

CONTINENTAL REALTY FINANCE CORPORATION

By: 
Judith Bory, Vice President