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DIVISION OF CORPORATION

12/27/02  
merger  
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ACCOUNT NO. : 072100000032

REFERENCE : 869438 7353831

AUTHORIZATION :

*Patricia Pigato*

COST LIMIT : \$ 70.00

ORDER DATE : December 23, 2002

ORDER TIME : 11:12 AM

ORDER NO. : 869438-045

CUSTOMER NO: 7353831

CUSTOMER: Ms. Amy Lucas  
Aimco/brownstein  
Suite 2200, Suite 2200  
410 17th Street  
Denver, CO 80202

ARTICLES OF MERGER

AIMCO FLORIDA, INC.

INTO

NHP MANAGEMENT COMPANY

FILED  
02 DEC 27 PM 4:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea EXT 1114

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER

OF

AIMCO OF FLORIDA, INC.  
(a Florida corporation)

WITH AND INTO

NHP MANAGEMENT COMPANY  
(a District of Columbia corporation)

FILED

02 DEC 27 PM 4:35

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida 1989 Business Corporation Act of the State of Florida (the "FBCA"), NHP Management Company, a corporation organized and existing under the laws of the District of Columbia, hereby certifies as follows:

1. NHP Management Company is the surviving corporation (the "Surviving Corporation") in the Merger (as defined below).
2. AIMCO of Florida, Inc., a Florida corporation is the non-surviving corporation in the Merger (the "Target Corporation").
3. The Surviving Corporation owns all of the issued and outstanding shares of capital stock of the Target Corporation.
4. The laws of the jurisdiction of organization of the Surviving Corporation permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction, and the Merger has been authorized in compliance with such laws. The date of adoption of the Plan of Merger by the Board of Directors of the Target Corporation and the Surviving Corporation was December 16, 2002.
5. The Surviving Corporation hereby merges the Target Corporation into the Surviving Corporation (the "Merger").
6. The surviving corporation in the Merger shall be the Surviving Corporation.
7. Shareholder approval of the Surviving Corporation and the Target Corporation was not required pursuant to Section 607.1104(a) of the FBCA. However, 100% of the outstanding shares of the Target Corporation and the Surviving Corporation have approved the Merger.
8. The following is a copy of the resolutions adopted on December 16, 2002 by the Board of Directors of the Surviving Corporation in accordance with Section 29-101.136 of the District of Columbia Business Corporations Act (the "DCBCA") to, among other things, authorize the Merger, and the Plan of Merger:

**"NOW, THEREFORE, BE IT RESOLVED**, that the Merger Agreement, providing for the Merger, in substantially the form approved by the Board, and

the transactions contemplated thereby be, and each of them hereby is, adopted and approved in its entirety; and be it

**FURTHER RESOLVED**, that pursuant to the Merger, none of the issued and outstanding shares of capital stock of the Target Corporation shall be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but each issued and outstanding share of capital stock of the Target Corporation will be cancelled and nothing shall be issued in exchange therefor; and be it

**FURTHER RESOLVED**, that the Surviving Corporation, as the owner of all of the issued and outstanding capital stock of the Target Corporation, a business corporation of the State of Florida, does hereby merge Target Corporation into the Surviving Corporation; and be it

**FURTHER RESOLVED**, that the Merger of Target Corporation with and into the Surviving Corporation on substantially the terms and conditions set forth in the Merger Agreement be and the same hereby is approved; and be it

**FURTHER RESOLVED**, that the President, any Vice President, Executive Vice-President or Senior Vice-President and/or the Secretary or any Assistant Secretary of the Surviving Corporation (each, an "Authorized Officer," and, collectively, the "Authorized Officers") are hereby authorized, empowered and directed to execute and deliver the Merger Agreement (and all exhibits to the Merger Agreement to which the Surviving Corporation is a party), by and on behalf of the Surviving Corporation, with such changes thereto and modifications thereof as the Authorized Officers signing the same shall deem to be necessary or appropriate, the signature of any such Authorized Officer thereon to be conclusive evidence of his approval of such changes; and be it

**FURTHER RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and instructed to submit the Merger Agreement to the Shareholder of the Surviving Corporation for its approval; and be it

**FURTHER RESOLVED**, that pursuant to the Merger (a) the charter of the Surviving Corporation, as in effect immediately prior to the effective date of the Merger, shall continue as the charter of the Surviving Corporation, (b) the by-laws of the Surviving Corporation, as in effect immediately prior to the effective date of the Merger, shall continue as the by-laws of the Surviving Corporation, (c) the directors and officers of the Surviving Corporation, as of immediately prior to the effective date of the Merger, shall continue as the directors and officers, respectively, of the Surviving Corporation, and (d) the Surviving Corporation will assume all of the liabilities and obligations of the Target Corporation and shall be liable in the same manner as if the Surviving Corporation had incurred such liabilities and obligations; and be it


**FURTHER RESOLVED**, that the Authorized Officers of the Surviving Corporation be, and each and all of them hereby are, authorized, empowered and directed to take such action as they deem necessary, appropriate or desirable in their sole discretion, including, without limitation, executing and filing the form of (1) Certificate of Ownership required by the District of Columbia, substantially in the form attached to the Merger Agreement (the "Certificate of Ownership"), in accordance with the applicable provisions of the Merger Agreement and the DCBCA, with the Department of Consumer and Regulatory Affairs - Business Regulation Administration of the District of Columbia, and (2) Articles of Merger required by the State of Florida, substantially in the form attached to the Merger Agreement (the "Articles of Merger"), in accordance with the applicable provisions of the Merger Agreement and the FBCA, with the Secretary of State of the State of Florida, and, in each case, to make, execute and deliver for filing any other documents or certificates as the Authorized Officers shall deem proper to consummate the transactions contemplated by the Merger Agreement and the forms of the Certificate of Ownership and the Articles of Merger as prescribed by the laws of the State of Florida, by the laws of the District of Columbia, and by the laws of any other appropriate jurisdiction."

9. Attached hereto as Exhibit A and made a part hereof is the Plan of Merger for merging the Target Corporation into the Surviving Corporation.
10. As of the effective date of the Merger, the Surviving Corporation shall assume any and all tax liabilities of the Target Corporation.


(Signatures are on following page)

IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger on this 16<sup>th</sup> day of December, 2002.

**NHP MANAGEMENT COMPANY**

By:   
Name: Ronald D. Monson  
Title: President

**AIMCO OF FLORIDA, INC.**

By:   
Name: Ronald D. Monson  
Title: President

**EXHIBIT A**

Plan of Merger

(see attached)

## **PLAN OF MERGER**

**THIS PLAN OF MERGER** (this "Agreement"), dated as of December 16, 2002, is entered into by and between NHP Management Company, a corporation organized and existing under the laws of the District of Columbia ("Parent"), and AIMCO of Florida, Inc., a Florida corporation ("Subsidiary"). Parent and Subsidiary hereinafter are sometimes collectively referred to as the "Constituent Corporations."

### **RECITALS**

**WHEREAS**, Parent is a corporation duly organized and existing under the laws of the District of Columbia; and

**WHEREAS**, Subsidiary is a corporation duly organized and existing under the laws of the State of Florida and is a wholly-owned subsidiary of Parent; and

**WHEREAS**, the Florida 1989 Business Corporation Act (the "FBCA") permits a merger of a business corporation of the State of Florida with and into a business corporation of another jurisdiction; and

**WHEREAS**, the District of Columbia Business Corporation Act (the "DCBCA") permits the merger of a business corporation of another jurisdiction with and into a business corporation of the District of Columbia; and

**WHEREAS**, the respective Board of Directors of Parent and Subsidiary have determined that it is advisable and in the best interests of each of such corporations that Subsidiary merge with and into Parent upon the terms and subject to the conditions set forth in this Agreement (the "Merger") with Parent being the surviving corporation (the "Surviving Corporation") and assuming all of the obligations of Subsidiary; and

**WHEREAS**, pursuant to Section 29-101.72 of the DCBCA and Section 607.1104 of the FBCA, the Merger does not require the authorization of the shareholders of either Parent or Subsidiary; and

**WHEREAS**, notwithstanding the foregoing, holders of 100% of the issued and outstanding capital stock of each of Parent and Subsidiary approved the Merger by written consent on December 16, 2002 in accordance with Section 29-101.136 of the DCBCA and Section 607.0704 of the FBCA, respectively; and

**WHEREAS**, for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and basis of exchanging or adjusting the shares of the Constituent Corporations, the method of determining the Effective Time (as defined below) of the Merger, and such other details and provisions as are deemed necessary or desirable, Parent and Subsidiary agree on the terms and the conditions set forth in this Agreement.



NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements and indemnities contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parent and Subsidiary mutually agree as follows:

### AGREEMENT

1. Merger. Subsidiary shall be merged with and into Parent such that Parent shall be the Surviving Corporation. Appropriate documents necessary to effectuate the Merger shall be filed, including the filing of (a) Articles of Merger, substantially in the form of Exhibit A attached hereto, with the Secretary of State of the State of Florida and (ii) a Certificate of Ownership, substantially in the form of Exhibit B attached hereto, with the Department of Consumer and Regulatory Affairs of the District of Columbia. The Merger shall become effective as provided in accordance with applicable law (the "Effective Time").

2. Governing Documents. The Certificate of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment and the Bylaws of Parent, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment.

3. Officers and Directors. The persons who are officers and directors of Parent immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

4. Succession. At the Effective Time, (a) the separate corporate existence of Subsidiary shall cease, and (b) all of the (i) rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, (ii) assets, property, real, personal and mixed, belonging to each of the Constituent Corporations, and (iii) debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action, shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise in, and any other asset of, either of the Constituent Corporations shall not be impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Subsidiary shall remain preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Subsidiary such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Subsidiary, and otherwise to carry out the purposes of this Agreement. The Board of Directors and the proper officers of the Surviving Corporation 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.

6. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of capital stock of Subsidiary issued and outstanding immediately prior to the Effective Time shall be surrendered and extinguished and nothing shall be issued in exchange therefor. The sole consideration for the Merger shall be the assumption by the Surviving Corporation of all of the debts, liabilities and other obligations of Subsidiary pursuant to Section 4.

7. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

8. Termination. This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, if the Board of Directors of either Parent or Subsidiary determines that the consummation of the transactions provided for herein would not, for any reason be in the best interests of the Constituent Corporations and their respective stockholders.

9. U.S. Federal Income Tax Treatment. The parties hereto acknowledge and agree that, with respect to each of Parent and Subsidiary, the transaction contemplated hereunder is intended to qualify as a tax-free merger under the federal Internal Revenue Code of 1986, as amended.

10. Assumption of Tax Liability of Subsidiary. As of the Effective Time, the Surviving Corporation shall assume any and all tax liabilities of the Subsidiary.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, and shall become effective when one or more counterparts have been signed by, and delivered to, each of the other parties hereto.


12. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

13. Dissenting Shareholders. There are no dissenting shareholders in the Subsidiary. However, any shareholders of the Subsidiary who dissent to the Merger may be entitled, if they comply with the FBCA, to be paid the fair value of their shares.

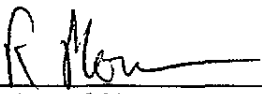
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Parent and Subsidiary have caused this Agreement to be executed and delivered as of the date first written above.

**NHP MANAGEMENT COMPANY**

By:   
Name: Ronald D. Monson  
Title: President

**AIMCO OF FLORIDA, INC.**

By:   
Name: Ronald D. Monson  
Title: President

**EXHIBIT A**

**Articles of Merger - Florida**

See attached.

ARTICLES OF MERGER

OF

AIMCO OF FLORIDA, INC.  
(a Florida corporation)

WITH AND INTO

NHP MANAGEMENT COMPANY  
(a District of Columbia corporation)

Pursuant to Section 607.1105 of the Florida 1989 Business Corporation Act of the State of Florida (the "FBCA"), NHP Management Company, a corporation organized and existing under the laws of the District of Columbia, hereby certifies as follows:

1. NHP Management Company is the surviving corporation (the "Surviving Corporation") in the Merger (as defined below).
2. AIMCO of Florida, Inc., a Florida corporation is the non-surviving corporation in the Merger (the "Target Corporation").
3. The Surviving Corporation owns all of the issued and outstanding shares of capital stock of the Target Corporation.
4. The laws of the jurisdiction of organization of the Surviving Corporation permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction, and the Merger has been authorized in compliance with such laws. The date of adoption of the Plan of Merger by the Board of Directors of the Target Corporation and the Surviving Corporation was December 16, 2002.
5. The Surviving Corporation hereby merges the Target Corporation into the Surviving Corporation (the "Merger").
6. The surviving corporation in the Merger shall be the Surviving Corporation.
7. Shareholder approval of the Surviving Corporation and the Target Corporation was not required pursuant to Section 607.1104(a) of the FBCA. However, 100% of the outstanding shares of the Target Corporation and the Surviving Corporation have approved the Merger.
8. The following is a copy of the resolutions adopted on December 16, 2002 by the Board of Directors of the Surviving Corporation in accordance with Section 29-101.136 of the District of Columbia Business Corporations Act (the "DCBCA") to, among other things, authorize the Merger, and the Plan of Merger:

**"NOW, THEREFORE, BE IT RESOLVED,** that the Merger Agreement, providing for the Merger, in substantially the form approved by the Board, and

the transactions contemplated thereby be, and each of them hereby is, adopted and approved in its entirety; and be it

**FURTHER RESOLVED**, that pursuant to the Merger, none of the issued and outstanding shares of capital stock of the Target Corporation shall be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but each issued and outstanding share of capital stock of the Target Corporation will be cancelled and nothing shall be issued in exchange therefor; and be it

**FURTHER RESOLVED**, that the Surviving Corporation, as the owner of all of the issued and outstanding capital stock of the Target Corporation, a business corporation of the State of Florida, does hereby merge Target Corporation into the Surviving Corporation; and be it

**FURTHER RESOLVED**, that the Merger of Target Corporation with and into the Surviving Corporation on substantially the terms and conditions set forth in the Merger Agreement be and the same hereby is approved; and be it

**FURTHER RESOLVED**, that the President, any Vice President, Executive Vice-President or Senior Vice-President and/or the Secretary or any Assistant Secretary of the Surviving Corporation (each, an "Authorized Officer," and, collectively, the "Authorized Officers") are hereby authorized, empowered and directed to execute and deliver the Merger Agreement (and all exhibits to the Merger Agreement to which the Surviving Corporation is a party), by and on behalf of the Surviving Corporation, with such changes thereto and modifications thereof as the Authorized Officers signing the same shall deem to be necessary or appropriate, the signature of any such Authorized Officer thereon to be conclusive evidence of his approval of such changes; and be it

**FURTHER RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and instructed to submit the Merger Agreement to the Shareholder of the Surviving Corporation for its approval; and be it

**FURTHER RESOLVED**, that pursuant to the Merger (a) the charter of the Surviving Corporation, as in effect immediately prior to the effective date of the Merger, shall continue as the charter of the Surviving Corporation, (b) the by-laws of the Surviving Corporation, as in effect immediately prior to the effective date of the Merger, shall continue as the by-laws of the Surviving Corporation, (c) the directors and officers of the Surviving Corporation, as of immediately prior to the effective date of the Merger, shall continue as the directors and officers, respectively, of the Surviving Corporation, and (d) the Surviving Corporation will assume all of the liabilities and obligations of the Target Corporation and shall be liable in the same manner as if the Surviving Corporation had incurred such liabilities and obligations; and be it

**FURTHER RESOLVED**, that the Authorized Officers of the Surviving Corporation be, and each and all of them hereby are, authorized, empowered and directed to take such action as they deem necessary, appropriate or desirable in their sole discretion, including, without limitation, executing and filing the form of (1) Certificate of Ownership required by the District of Columbia, substantially in the form attached to the Merger Agreement (the "Certificate of Ownership"), in accordance with the applicable provisions of the Merger Agreement and the DCBCA, with the Department of Consumer and Regulatory Affairs - Business Regulation Administration of the District of Columbia, and (2) Articles of Merger required by the State of Florida, substantially in the form attached to the Merger Agreement (the "Articles of Merger"), in accordance with the applicable provisions of the Merger Agreement and the FBCA, with the Secretary of State of the State of Florida, and, in each case, to make, execute and deliver for filing any other documents or certificates as the Authorized Officers shall deem proper to consummate the transactions contemplated by the Merger Agreement and the forms of the Certificate of Ownership and the Articles of Merger as prescribed by the laws of the State of Florida, by the laws of the District of Columbia, and by the laws of any other appropriate jurisdiction."

9. Attached hereto as Exhibit A and made a part hereof is the Plan of Merger for merging the Target Corporation into the Surviving Corporation.
10. As of the effective date of the Merger, the Surviving Corporation shall assume any and all tax liabilities of the Target Corporation.

(Signatures are on following page)



IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger on this 16<sup>th</sup> day of December, 2002.

**NHP MANAGEMENT COMPANY**

By: \_\_\_\_\_  
Name: Ronald D. Monson  
Title: President

**AIMCO OF FLORIDA, INC.**

By: \_\_\_\_\_  
Name: Ronald D. Monson  
Title: President

**EXHIBIT B**

**Certificate of Ownership - District of Columbia**

See attached.

CERTIFICATE OF OWNERSHIP MERGING  
AIMCO OF FLORIDA, INC.  
INTO  
NHP MANAGEMENT COMPANY

To: Department of Consumer and Regulatory Affairs  
Business Regulation Administration  
Corporations Division  
941 North Capitol Street, N.E.  
Washington, D.C. 20002

Pursuant to the provisions of Section 29-101.72 of the District of Columbia Business Corporation Act (the "DCBCA"), the undersigned parent corporation hereby certifies that:

1. NHP Management Company (the "Surviving Corporation") is a business corporation existing under the laws of the District of Columbia and subject to the provisions of the DCBCA.

2. The Surviving Corporation is the owner of all of the issued and outstanding capital stock of AIMCO of Florida, Inc. (the "Target Corporation"), a business corporation organized and existing under the laws of the jurisdiction of the State of Florida.

3. The laws of the State of Florida permit the merger of a wholly-owned subsidiary business corporation into a business corporation of another jurisdiction.

4. The Surviving Corporation hereby merges the Target Corporation into the Surviving Corporation (the "Merger").

5. The surviving corporation in the Merger shall be the Surviving Corporation.

6. The following is a copy of the resolutions adopted on December 16, 2002 by the Board of Directors of the Surviving Corporation in accordance with Section 29-101.136 of the DCBCA, authorizing, among other things, the Merger:

**"NOW, THEREFORE, BE IT RESOLVED**, that the Merger Agreement, providing for the Merger, in substantially the form approved by the Board, and the transactions contemplated thereby be, and each of them hereby is, adopted and approved in its entirety; and be it

**FURTHER RESOLVED**, that pursuant to the Merger, none of the issued and outstanding shares of capital stock of the Target Corporation shall be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but each issued and outstanding share of capital

stock of the Target Corporation will be cancelled and nothing shall be issued in exchange therefor; and be it

**FURTHER RESOLVED**, that the Surviving Corporation, as the owner of all of the issued and outstanding capital stock of the Target Corporation, a business corporation of the State of Florida, does hereby merge the Target Corporation into the Surviving Corporation; and be it

**FURTHER RESOLVED**, that the Merger of the Target Corporation with and into the Surviving Corporation on substantially the terms and conditions set forth in the Merger Agreement be and the same hereby is approved; and be it

**FURTHER RESOLVED**, that the President, any Vice President, Executive Vice-President or Senior Vice-President and/or the Secretary or any Assistant Secretary of the Surviving Corporation (each, an "Authorized Officer," and, collectively, the "Authorized Officers") are hereby authorized, empowered and directed to execute and deliver the Merger Agreement (and all exhibits to the Merger Agreement to which the Surviving Corporation is a party), by and on behalf of the Surviving Corporation, with such changes thereto and modifications thereof as the Authorized Officers signing the same shall deem to be necessary or appropriate, the signature of any such Authorized Officer thereon to be conclusive evidence of his approval of such changes; and be it

**FURTHER RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and instructed to submit the Merger Agreement to the Shareholder of the Surviving Corporation for its approval; and be it

**FURTHER RESOLVED**, that pursuant to the Merger (a) the charter of the Surviving Corporation, as in effect immediately prior to the effective date of the Merger, shall continue as the charter of the Surviving Corporation, (b) the by-laws of the Surviving Corporation, as in effect immediately prior to the effective date of the Merger, shall continue as the by-laws of the Surviving Corporation, (c) the directors and officers of the Surviving Corporation, as of immediately prior to the effective date of the Merger, shall continue as the directors and officers, respectively, of the Surviving Corporation and (d) the Surviving Corporation will assume all of the liabilities and obligations of the Target Corporation and shall be liable in the same manner as if the Surviving Corporation had incurred such liabilities and obligations; and be it

**FURTHER RESOLVED**, that the Authorized Officers of the Surviving Corporation be, and each and all of them hereby are, authorized, empowered and directed to take such action as they deem necessary, appropriate or desirable in their sole discretion, including, without

limitation, executing and filing the form of (1) Certificate of Ownership required by the District of Columbia, substantially in the form attached to the Merger Agreement (the "Certificate of Ownership"), in accordance with the applicable provisions of the Merger Agreement and the DCBCA, with the Department of Consumer and Regulatory Affairs - Business Regulation Administration of the District of Columbia, and (2) Articles of Merger required by the State of Florida, substantially in the form attached to the Merger Agreement (the "Articles of Merger"), in accordance with the applicable provisions of the Merger Agreement and the FBCA, with the Secretary of State of the State of Florida, and, in each case, to make, execute and deliver for filing any other documents or certificates as the Authorized Officers shall deem proper to consummate the transactions contemplated by the Merger Agreement and the forms of the Certificate of Ownership and the Articles of Merger as prescribed by the laws of the State of Florida, by the laws of the District of Columbia, and by the laws of any other appropriate jurisdiction."

Dated: December 16, 2002

**NHP MANAGEMENT  
COMPANY**

By: \_\_\_\_\_  
Name: Ronald D. Monson  
Title: President