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TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
HARMON FAMILY LIMITED PARTNERSHIP**

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**ARTICLES OF MERGER
OF
HARMON FAMILY PARTNERSHIP, LTD.
(Merging Entity)
with and into
HARMON FAMILY LIMITED PARTNERSHIP
(Surviving Entity)**

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203 of the Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the merging entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Harmon Family Partnership, Ltd. 279 Nahanton Street Newton Centre, MA 02459	Florida	Limited Partnership

Florida Document/Registration Number: A00000000569
FEI Number: 65-0998893

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type for the surviving entity is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Harmon Family Limited Partnership 279 Nahanton Street Newton Centre, MA 02459	Massachusetts	Limited Partnership

FEI Number: 65-0998893

THIRD: The attached Plan of Merger meets the requirements of sections 607.1108, 608.438, 617.1103, and/or 620.201 of the Florida Statutes, and was approved by each limited partnership that is a party to the merger in accordance with Chapters 607.617, 608, and/or 620 of the Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the surviving entity that is a party to this merger in accordance with the respective laws of its jurisdiction.

FIFTH: The surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48 of the Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

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SIXTH: The surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under sections 607.1302, 620.205, and/or 608.4384 of the Florida Statutes.

SEVENTH: The surviving entity has obtained the written consent of each general partner that as a result of the merger is now a general partner of the surviving entity pursuant to sections 607.1108(5), 608.4381(2), and/or 620.202(2) of the Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the limited partnership agreements of the merging entity or the surviving entity.

NINTH: This merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

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

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IN WITNESS WHEREOF the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as the 14th day of December, 2003.

Harmon Family Partnership, Ltd.,
a Florida limited partnership

GENERAL PARTNERS:

Family Trust under Article VII of the Harold
Harmon Revocable Trust, dated February 8,
2002

By: Florence Harmon
Florence Harmon, Trustee

By: Mark Harmon
Mark Harmon, Trustee

By: Judith Brezniak
Judith Brezniak, Trustee

Florence Harmon Revocable Trust,
dated February 8, 2002

By: Florence Harmon
Florence Harmon, Trustee

By: Mark Harmon
Mark Harmon, Trustee

By: Judith Brezniak
Judith Brezniak, Trustee

Mark Harmon
Mark Harmon, Individually

Judith Brezniak
Judith Brezniak, Individually

Harmon Family Limited Partnership,
a Massachusetts limited partnership

GENERAL PARTNERS:

Family Trust under Article VII of the Harold
Harmon Revocable Trust, dated February 8,
2002

By: Florence Harmon
Florence Harmon, Trustee

By: Mark Harmon
Mark Harmon, Trustee

By: Judith Brezniak
Judith Brezniak, Trustee

Florence Harmon Revocable Trust,
dated February 8, 2002

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By: Mark Harmon
Mark Harmon, Trustee

By: Judith Brezniak
Judith Brezniak, Trustee

Mark Harmon
Mark Harmon, Individually

Judith Brezniak
Judith Brezniak, Individually

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of December 14, 2003, by and between Harmon Family Limited Partnership, a Massachusetts limited partnership ("New Harmon") and Harmon Family Partnership, Ltd., a Florida limited partnership ("Old Harmon"). New Harmon and Old Harmon are sometimes referred to as the "Constituent Entities."

WHEREAS, the Family Trust under Article VII of the Harold Harmon Revocable Trust, dated February 8, 2002 by its Trustess, the Florence Harmon Revocable Trust dated February 8, 2002 by its Trustees, Mark Harmon as an individual and Judith Brzniak as an individual, are the general partners of New Harmon and Old Harmon, and deem it advisable and in the best interest of its limited partners, that Old Harmon merge with and into New Harmon (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions contained herein, the parties do hereby adopt this Merger Agreement and do hereby agree that Old Harmon shall merge with and into New Harmon on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS

1.1 Merger. (a) Subject to the terms and conditions hereof, Old Harmon shall be merged with and into New Harmon, the separate existence of Old Harmon shall cease and New Harmon shall be the surviving entity (the "Surviving Partnership"), effective upon the date when this Merger Agreement or the Certificate of Merger evidencing this Merger Agreement is filed with the Secretary of State of The Commonwealth of Massachusetts (the "Effective Date").

(b) The terms and conditions of the Merger, as set forth in this Merger Agreement, were authorized and approved by each Constituent Entity in the manner and by the vote required by the Limited Partnership Agreements of New Harmon and Old Harmon (the "Partnership Agreements"), and the laws of The Commonwealth of Massachusetts and in accordance with the Florida Statutes in the following manner. By unanimous written consent of the general partners and a majority consent of limited partners of each Constituent Entity, providing that the proposed Merger was advisable on substantially the terms and conditions set forth or referred to in this Merger Agreement and in the best interests of New Harmon and Old Harmon.

(c) New Harmon, as the Surviving Partnership shall continue to exist and be governed by the laws of The Commonwealth of Massachusetts.

1.2 Succession. On the Effective Date, the separate existence of Old Harmon shall cease and it shall be merged with and into New Harmon in accordance with the provisions of this Merger Agreement and the laws of The Commonwealth of Massachusetts and Florida Statutes, and New Harmon, as the Surviving Partnership shall possess all the estate, property, rights, privileges, powers and franchises of Old Harmon. All property, real, personal and mixed, including, without limitation, all patents, trademarks, licenses, registrations and other assets of every kind and description and all debts due on whatever account, and all choses in action, and all and every other interest of or belonging to or due to Old Harmon, shall be transferred to and vested in the Surviving

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Partnership without further act or deed, and all claims, demands property and other interests of Old Harmon shall be the property of the Surviving Partnership. The title to all real estate vested in Old Harmon shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Partnership. All partnership acts, plans, policies, agreements, arrangements, approvals and authorizations of Old Harmon, its general partners, limited partners and officers and agents thereof that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Partnership and shall be as effective and binding thereof as the same were with respect to Old Harmon.

1.3 Conversion of Partnership Interests. Upon the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Entities or their respective partners, each partnership interest of Old Harmon outstanding immediately prior to the Effective Date shall be converted into a virtually identical membership interest in the Surviving Partnership with each general partner and limited partner of the Surviving Partnership having the same rights, obligations and duties as such partner had as a general partner or limited partner of Old Harmon, including, without limitation, that the capital accounts, capital contributions and shares of profits, losses and distributions shall be as they were in Old Harmon immediately prior to the Merger.

II. SURVIVING PARTNERSHIP; LIMITED PARTNERSHIP AGREEMENT AND GENERAL PARTNERS

2.1 Name. The name of the Surviving Partnership from and after the Effective Date shall be "Harmon Family Limited Partnership."

2.2 Limited Partnership Agreement. From and after the Effective Date, without any further action on the part of Old Harmon or New Harmon, the Limited Partnership Agreement of New Harmon, as in effect on the Effective Date, shall be the Limited Partnership Agreement of the Surviving Partnership.

2.3 General Partners. The general partners of the Surviving Partnership on and after the Effective Date shall be:

<u>General Partners</u>	<u>Address</u>
Family Trust under Article VII of the Harold Harmon Revocable Trust, dated February 8, 2002	c/o Florence Harmon, Trustee 77 Florence Street, Apt. 204 N Chestnut Hill, MA 02467
Florence Harmon Revocable Trust	c/o Florence Harmon, Trustee 77 Florence Street, Apt. 204 N Chestnut Hill, MA 02467
Judith Brezniak	43 Drumlin Road Newton, MA 02459
Mark Harmon	279 Nahanton Street Newton Centre, MA 02459

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2.4 Purposes. The purposes of the Surviving Partnership shall remain as set forth in its Limited Partnership Agreement.

III. MISCELLANEOUS

3.1 Further Assurances. From time to time, as and when required by New Harmon or by its successors and assigns including without limitation the Surviving Partnership there shall be executed and delivered on behalf of Old Harmon such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect in, to confirm of record or otherwise in the Surviving Partnership the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Old Harmon and otherwise to carry out the purposes of this Merger Agreement, and the general partners of New Harmon are fully authorized in the name and on behalf of Old Harmon or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time after the date hereof, this Merger Agreement may be amended by the general partners of New Harmon and Old Harmon in any manner as may be determined to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by either Old Harmon or New Harmon or both.

3.4 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the General Partners of Old Harmon and New Harmon is hereby executed on behalf of each said limited partnership.

**Harmon Family Partnership, Ltd.,
a Florida limited partnership**

GENERAL PARTNERS:

Family Trust under Article VII of the Harold
Harmon Revocable Trust, dated February 8,
2002

By: *Florence Harmon*
Florence Harmon, Trustee

By: *Mark Harmon*
Mark Harmon, Trustee

By: *Judith Brezniak*
Judith Brezniak, Trustee

Florence Harmon Revocable Trust,
dated February 8, 2002

By: *Florence Harmon*
Florence Harmon, Trustee

By: *Mark Harmon*
Mark Harmon, Trustee

By: *Judith Brezniak*
Judith Brezniak, Trustee

Mark Harmon
Mark Harmon, Individually

Judith Brezniak
Judith Brezniak, Individually

**Harmon Family Limited Partnership,
a Massachusetts limited partnership**

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