

A04000001606
Florida Department of State
Division of Corporations
Public Access System
File 1

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000290357 3)))



H060002903573ABC%

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0380

From:

Account Name : JONES, FOSTER, JOHNSTON & STUBBS, P.A.
Account Number : 076077003231
Phone : (561) 650-0471
Fax Number : (561) 650-0431

FILED
2006 DEC -7 A 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

OKEECHOBEE INDUSTRIAL LIMITED PARTNERSHIP

Certificate of Status	1
Certified Copy	1
Page Count	05
Estimated Charge	\$227.50

8.75
52.50
163.75

Electronic Filing Menu

Corporate Filing Menu

Help

H060002903573

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: OKEECHOBEE INDUSTRIAL LIMITED PARTNERSHIP
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

CLAIRE A. DUMAS, ESQ.

(Contact Person)

JONES FOSTER JOHNSTON & STUBBS P.A.

(Firm/Company)

505 SOUTH FLAGLER DRIVE, SUITE 1100

(Address)

WEST PALM BEACH, FL 33401

(City, State and Zip Code)

2006 DEC -7 A 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

For further information concerning this matter, please call:

CLAIRE A. DUMAS, ESQ. at (561) 659-3000

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

H060002903573

B060002903573

Certificate of Merger of

Latham Road Commerce Center, LLC,
(a Florida limited liability company)

and

McCraney Service Center & Storage, LLC,
(a Florida limited liability company)

and

Okeechobee Industrial Limited Partnership,
(a Florida limited partnership)

2006 DEC -7 A 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

November 30, 2006

The following Articles of Merger are being submitted in accordance with Section 608.4382 of the Florida Limited Liability Company Act and Section 620.203 of the Florida Revised Uniform Limited Partnership Act:

First: The exact name, street address of its principal office, jurisdiction and entity type for each merging party are as follow:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Latham Road Commerce Center, LLC 1560 Latham Road, Ste. 7 West Palm Beach, FL 33409	Florida	Limited Liability Company
Florida Document Number: L05000003013		FEI Number: N/A
McCraney Service Center & Storage, LLC 1560 Latham Road, Ste. 7 West Palm Beach, FL 33409	Florida	Limited Liability Company
Florida Document Number: L05000003492		FEI Number: N/A
Okeechobee Industrial Limited Partnership 751 Park Commerce Drive Ste. 128 Boca Raton, FL 33487	Florida	Limited Partnership
Florida Document Number: A04000001606		FEI Number: 113729089

B060002903573

H060002903573

Second: The exact name, street address of its principal office, jurisdiction and entity type of the surviving party are as follows:

Okeechobee Industrial Limited Partnership 751 Park Commerce Drive Ste. 128 Boca Raton, FL 33487	Florida	Limited Partnership
Florida Document Number: A04000001606		FEI Number: 113729089

Third: The attached Agreement and Plan of Merger meets the requirements of Sections 620.201 and 608.438, Florida Statutes, and was approved by each domestic limited partnership and limited liability company that is a party to the merger in accordance with Chapters 620 and 608, Florida Statutes.

Fourth: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles or organization of any limited liability company that is a party to the merger.

Fifth: The effective date of the merger shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

[Signature Page Follows]

FILED
DEC -7 A 11:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H060002903573

H060002903573

IN WITNESS WHEREOF, the undersigned have executed and delivered these Articles of Merger as of the date first written above.

Latham Road Commerce Center, LLC, a
Florida limited liability company


By: Brian K. Waxman
Its: Manager

McCraney Service Center & Storage, LLC, a
Florida limited liability company


By: Brian K. Waxman
Its: Manager

Okeechobee Industrial Limited Partnership, a
Florida limited partnership

By: Okeechobee Business Park,
LLC, a Florida limited liability
company, its general partner


By: Brian K. Waxman
Its: Managing Member

H060002903573

Agreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 30, 2006, by and among Latham Road Commerce Center, LLC, a Florida limited liability company ("Latham"), McCraney Service Center & Storage, LLC, a Florida limited liability company, (McCraney"), and Okeechobee Industrial Limited Partnership, a Florida limited partnership ("Okeechobee," and together with Latham and McCraney, the "Constituent Companies").

Recitals:

A. Latham is a Florida limited liability company, on the date hereof, its sole member is Okeechobee and its sole manager is Brian K. Waxman.

B. McCraney is a Florida limited liability company and, on the date hereof, its sole member is Okeechobee and its sole manager is Brian K. Waxman.

C. Okeechobee is a limited partnership duly organized and existing under the laws of the State of Florida and, on the date hereof, its sole general partner is Okeechobee Business Park, LLC, a Florida limited liability company.

D. The general and limited partners of Okeechobee, the member and manager of Latham and the member and manager of McCraney deem it advisable and to the advantage of the Constituent Companies and their respective stakeholders that Latham and McCraney be merged with and into Okeechobee.

E. Each of the Constituent Companies has, subject to approval by Latham's member and manager, McCraney's member and manager and Okeechobee's general and limited partners, adopted the Plan of Merger embodied in this Agreement.

Agreement:

In consideration of the foregoing recitals, the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree, as follows:

1. The Merger.

1.1 The Merger.

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Latham and McCraney shall be merged with and into Okeechobee in accordance with the applicable laws of the State of Florida (the "Merger"). The

FILED
DEC - 7 2006
SECRETARY OF STATE
TALLAHASSEE
FLORIDA

separate existences of Latham and McCraney shall cease, and Okeechobee shall be the surviving limited partnership (the "Surviving Company") and shall be governed by the laws of the State of Florida.

1.2 Effective Date.

The Merger shall become effective on the date and at the time of filing of those certain Articles of Merger, substantially in the form to which this Agreement is attached, with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such State prerequisite to such filings, including without limitation the approval of the applicable stakeholders of the Constituent Companies.

1.3 Certificate of Limited Partnership.

On the Effective Date, the Certificate of Limited Partnership of Okeechobee, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Limited Partnership of the Surviving Company.

1.4 Limited Partnership Agreement.

On the Effective Date, the Limited Partnership Agreement of Okeechobee, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the limited partnership agreement of the Surviving Company.

1.5 General Partner.

The General Partner of Okeechobee immediately prior to the Effective Date shall be the general partner of the Surviving Company, until its successors shall have been duly elected or appointed or until otherwise provided by law, the Certificate of Limited Partnership or the Limited Partnership Agreement of the Surviving Company.

2. Conversion of Interest of Merged Entities.

2.1 Latham Membership Interests.

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the issued and outstanding membership interests of Latham held by Okeechobee shall be changed and converted into limited partnership interests of the Surviving Company (the "Survivor Interests").

2.2 McCraney Membership Interests.

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the issued and outstanding membership interests of

McCraney held by Okeechobee shall be changed and converted into limited partnership interests of the Surviving Company (the "Survivor Interests").

2.3 Exchange of Certificates.

Each person who becomes entitled to receive Survivor Interests by virtue of the Merger shall be entitled to receive from the Surviving Company, as promptly as practicable after the Effective Time, a certificate or certificates representing the Survivor Interests to which such person is entitled as provided herein.

3. Effect of the Merger.

3.1 Rights, Privileges, Etc.

On the Effective Date of the Merger, the Surviving Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Latham and McCraney; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Latham and McCraney on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Company without further act or deed; title to any real estate, or any interest therein vested in Latham or McCraney, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Latham or McCraney shall be preserved unimpaired, and all liens upon the property of Latham or McCraney shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances.

From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Latham and McCraney 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 or perfect in or to conform of record or otherwise in the Surviving Company the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Latham and McCraney and otherwise to carry out the purposes of this Agreement, and the managing members of the Surviving Company are fully authorized in the name and on behalf of Latham and McCraney or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. General.

4.1 Abandonment.

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the general and limited partners of Okeechobee, the manager of Latham and the manager of McCraney, or any of them, notwithstanding the approval of this Agreement by the stakeholders of Latham, McCraney and Okeechobee.

4.2 Amendment.

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by either the partners of Okeechobee, the manager of Latham and the manager of McCraney; provided, however, that an amendment made subsequent to the adoption of this Agreement by the stakeholders of any Constituent Company shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the stakeholders of such Constituent Company.

4.3 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

4.4 Counterparts.

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]

FILED
2006 DEC -7 A 11:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement and Plan of Merger as of the date and year first written above.

"Okeechobee"

Okeechobee Industrial Limited Partnership, a
Florida limited partnership

By: Okeechobee Business Park, LLC, a
Florida limited liability company, its
general partner


By: Brian K. Waxman
Its: Managing Member

"Latham"

Latham Road Commerce Center, LLC, a
Florida limited liability company


By: Brian K. Waxman
Its: Manager

"McCraney"

McCraney Service Center and Storage, LLC, a
Florida limited liability company


By: Brian K. Waxman
Its: Manager

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2006 DEC - 7 11:37

FILED