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☐ PICK-UP

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(Business Entity Name)

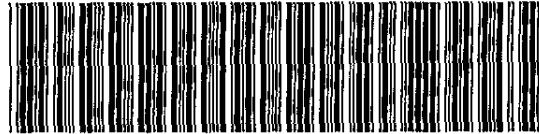
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TALLAHASSEE, FLORIDA

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05 JUL 28 PM 12:50  
DIVISION OF REGISTRATION



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 510587 7353539

AUTHORIZATION :

COST LIMIT : \$

*Patricia Pizant*

FILED  
05 JUL 28 PM 3:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : July 28, 2005

ORDER TIME : 10:19 AM

ORDER NO. : 510587-005

CUSTOMER NO: 7353539

CUSTOMER: Mr. Peter A. Mardinly  
Belmont Investment Corporation  
Suite G101  
600 Haverford Road  
Haverford, PA 19041

230.00

ARTICLES OF MERGER

SNL-BAG LLC, CNL-BJB LLC,  
SNL-ERTJLB, LLC, SNL-LHIP LLC

INTO

SHOPPES AT NORTH LAKE, LLLP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

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

## ARTICLES OF MERGER

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

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

Name and Street Address

Jurisdiction

1.

SNL-BAG, LLC  
5671 VINTAGE OAK CIRCLE  
DELRAY BEACH, FL 33483

FLORIDA

Florida Document/Registration Number: L02000030632

2.

SNL-BJB, LLC  
600 HAVERFORD ROAD, SUITE G101  
HAVERFORD, PA 19041

FLORIDA

Florida Document/Registration Number: L02000030602

3.

SNL-ERTJLB, LLC  
600 HAVERFORD ROAD, SUITE G101  
HAVERFORD, PA 19041

FLORIDA

Florida Document/Registration Number: L02000030610

4.

SNL-LHIP, LLC  
600 HAVERFORD ROAD, SUITE G101  
HAVERFORD, PA 19041

FLORIDA

Florida Document/Registration Number: L02000030615

5.

SNL-JSG, LLC  
5436 FOUNTAINS DRIVES SOUTH  
LAKE WORTH, FL 33467

FLORIDA

Florida Document/Registration Number: L02000030627

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
SHOPPES AT NORTH LAKE, LLLP  600 Haverford Road, Suite G101 Haverford, PA 19041	Florida	Limited Liability Limited Partnership

Florida Document/Registration Number: A05000001435 FEI Number: 20-3188228

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, 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.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, 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 section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

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


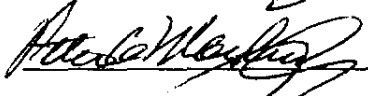

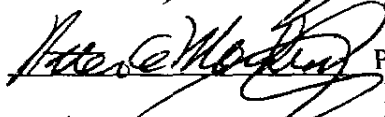

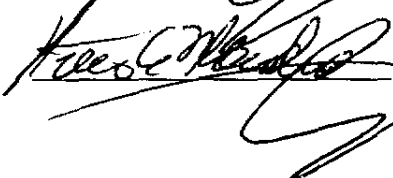
EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

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

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
SNL-BAG, LLC		Peter A. Mardinly, Authorized Agent By Delegation from Member
SNL-BJB, LLC		Peter A. Mardinly, Authorized Agent By Delegation from Member
SNL-ERTJLB, LLC		Peter A. Mardinly, Authorized Agent By Delegation from Member
SNL-LHIP, LLC		Peter A. Mardinly, Vice President of Member and Authorized Agent By Delegation from Member
SNL-JSG, LLC		Peter A. Mardinly, Authorized Agent By Delegation from Member
SHOPPES AT NORTH LAKE, LLLP		Peter A. Mardinly, Authorized Agent By Delegation from Manager of Sole General Partner, Shoppes at North Lake, LLC

(Attach additional sheet(s) if necessary)

REQUIRED SIGNATURES FOR EACH ENTITY TYPE:

<u>All Corporations:</u>	Signature of Chairman, Vice Chairman, President or any officer.
<u>All General Partnerships:</u>	Signatures of two partners.
<u>All Domestic Limited Partnerships:</u>	Signatures of all general partners.
<u>All Non-Florida Limited Partnerships:</u>	Signature of one general partner.
<u>All Limited Liability Companies:</u>	Signature of a member or authorized representative of a member.
<u>All Other Business Entities:</u>	In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

Mailing address:  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Street Address:  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

FILING FEES:

For each Limited Partnership:	\$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each General Partnership:	\$25.00
All Others:	No Charge

**PLAN OF MERGER**

**BETWEEN**

**SNL-BAG, LLC , SNL-BJB, LLC, SNL-ERTJLB, LLC,  
SNL-LHIP, LLC, and SNL-JSG, LLC  
(all single member Florida limited liability companies)**

**AND**

**SHOPPES AT NORTH LAKE, LLLP  
(a Florida limited liability limited partnership)**

**PLAN OF MERGER** ("Plan"), dated as of the 22<sup>nd</sup> day of July, 2005, with respect to SNL-BAG, LLC , SNL-BJB, LLC, SNL-ERTJLB, LLC, SNL-LHIP, LLC, and SNL-JSG, LLC (all single member Florida limited liability companies) (collectively the "Companies"), and SHOPPES AT NORTH LAKE, LLLP, a Florida limited liability limited partnership (the "Partnership") (which entities are sometimes hereinafter collectively referred to as the "Constituent Entities").

**BACKGROUND:**

- A. The Companies own a property known as Shoppes at North Lake in Weston, Broward County, Florida as tenants in common (the "Property") operating the same as Shoppes at North Lake (a registered fictitious name) pursuant to a Tenants in Common Agreement, and also share a bank account used to operate the Property.
- B. In order to better allow for centralized management, and in order to allow for the financing of such property through a conduit lender which requires a single purpose entity, the parties hereto
- C. The effect of this merger is to preserve the ownership interests of the respective Companies in the Property.
- D. The Partnership and its sole general partner, SHOPPES AT NORTH LAKE, LLC are newly formed entities (July 21, 2005) which have not engaged in business and

have no material assets or liabilities except as may be acquired through this merger agreement.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree as stated forth herein, incorporating by reference the terms of the Background above as if fully set forth at length herein:

1. Effectiveness. This Plan shall be effective on the later of (a) the date that Articles of Merger incorporating this Plan (the "Articles of Merger") are filed with the Florida Department of State (the "Department of State") or (b) the date set forth as the effective date in the Articles of Merger filed in the Department of State. The date determined in accordance with the preceding sentence is referred to hereinafter as the "Effective Date."

2. Effect. On the Effective Date, as defined in Section 1 hereof, the Companies shall be merged with and into the Partnership, and the separate existence of the Companies, except insofar as it may be continued by law, shall cease, all with the effect provided in the laws of the State of Florida. The Partnership shall be, and is sometimes hereinafter referred to as, the "Surviving Partnership." Upon merger of the Companies with and into the Partnership the Surviving Partnership shall assume all of the obligations of the Companies.

3. Limited Partnership Agreement. On and after the Effective Date, the Limited Partnership Agreement for the Partnership dated July 27, 2005 pursuant to the Certificate of limited partnership and the qualification as a limited liability limited partnership filed with the Department of State on July 21, 2005 shall be the operative organic documents governing the Partnership, until changed as therein set forth and in accordance with applicable law.

4. Partners. On and after the Effective Date, until changed in accordance with the Partnership Agreement, the general and limited partners of the Surviving Partnership shall be as set forth in the Partnership Agreement.

5. Conversion of Membership Interests. On the Effective Date, each of the Membership Interests in each of the Companies (the "Membership Interests") outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the limited partnership interests set forth on Schedule A of the Partnership Agreement and each such Membership Interest shall be thereafter canceled and of no effect and the Partnership shall succeed to the ownership of the Property and the bank account relating there to as above referenced.

6. Partnership Interests. Each partnership interest (general and limited) in the Partnership outstanding immediately prior to the Effective Date shall not be converted or exchanged in the Merger, but shall remain outstanding it being understood and agree that beneficial ownership is not being changed pursuant to this merger agreement but rather the owner of each Company will own a beneficial interest in the general partner and limited partnership



interests in the Partnership which will total their former percentage ownership interest as a tenant in common in the Property and the bank account. The ownership in the Partnership after the Effective Date is confirmed and attached as Schedule A.

7. Termination. This Plan may be terminated at any time on or before the Effective Date by agreement of all of the Companies or the Partnership.

8. Further Assurances. If at any time the Surviving Trust, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, or record or otherwise, in the Surviving Partnership its rights, title or interest in, to or under any of the rights, properties or assets of the Corporation acquired or to be acquired by the Surviving Partnership as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan, the Corporation and its proper officers and directors shall be deemed to have granted to the Surviving Partnership an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Partnership and otherwise carry out the purposes of this Plan; and the proper officers and trustees of the Surviving Partnership are fully authorized in the name of the Corporation or otherwise to take any and all such action. Pursuant to Fl. Stat. 602.204(1)(b) the Partnership shall promptly record a certified copy of the articles of merger in Broward County, Florida.

9. Representations and Warranties. The Companies and their members each represent and warrant that the following are true and shall remain true through the date of the merger and they mutually agree to indemnify, hold harmless and defend each other and the Surviving Partnership from and against any cost, claim, expense, judgment or similar liability (including reasonable attorney fees) arising out of the breach of any such representation or warranty:

a. Each Company is Florida limited liability company corporation duly organized, validly existing and in good standing under the laws of the State of Florida. All requisite action to authorize the execution, delivery and performance hereof by the Corporation has been taken to authorize the merger.

b. Except for the existing retail leases on the Property executed and delivered through Belmont Investment Corp. as manager of the Property (the "Leases") there are no leases, tenancies, licenses or other rights of occupancy or use of any portion of the Property. No person has any right or option to acquire the Property, or any part thereof or interest therein, under the Leases or any other agreement or document.

c. No transaction or occurrence with respect to the Property, including the execution, delivery and performance of this Plan of Merger, requires the consent of any third party.

d. The Leases relating to the Property are valid and subsisting and in full force and effect, have not been amended, modified or supplemented, and the tenants have not given notice of an intent to terminate. To each Company's knowledge, the tenants have no claim, offset or defense which would in any way affect the collection of rent under the Leases. No notice of default or breach on the part of the landlord under the Leases has been received by the Company or its agents except as may have been delivered to Belmont Investment Corp. All repairs, alterations and other work required to be performed by the landlord under the Leases has been performed.

e. No Tenant has prepaid any rents or other charges for more than the current month. Neither the Leases nor any sums payable thereunder have been assigned, pledged or encumbered, except to lienholders of record.

f. Each Company has performed and, at the Effective Date shall have performed all of its obligations which shall have accrued as of closing under the Leases on the Property and under any instrument of record affecting the Property or otherwise.

g. Each Company owns its undivided interest in the Property in fee simple unencumbered by any mortgage or other property lien or agreement except as appears of record, and there are no agreements or undertakings made by any Company with respect to the Property, other than the Leases and instruments of record, that will be binding upon the Partnership or the Property after the Effective Date.

h. Intentionally Deleted.

i. Intentionally Deleted.

j. No notice requiring or calling attention to the need for any work or repairs on or in connection with the Property, or asserting any violation of any applicable law or other governmental requirement has been issued to any Company by any governmental authority or insurer.

k. Intentionally deleted.

l. No litigation or proceeding is pending or threatened relating to a Company, the Membership Interest in a Company or the Company's interest in the Property, or any part thereof, which, if adversely determined, could have an adverse effect on title to or the use and enjoyment or value of the Property or the ownership interest in the Property, or Company or any part thereof, or which could in any way interfere with the consummation of the Merger.

m. Intentionally Deleted.

n. To each Company's knowledge, the Property and all activities and conditions at the Property are in compliance with all statutes, ordinances, regulations, orders and requirements of common law (collectively "Environmental Statutes") concerning discharges to the air, soil, surface water or groundwater, or concerning the storage, treatment or disposal of any waste or any Hazardous Substances (as defined in subparagraph (1) below).

(1) To each Company's best knowledge, no Contamination is present on the Property. "Contamination" shall mean Hazardous Substances at or arising from the Property which may require remediation under any applicable law. "Hazardous Substances" shall mean hazardous substances, contaminants or pollutants, as defined pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657, as amended, regulated substances within the meaning of Subtitle I of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6991-6991(i), as amended, and any substances listed under any similar federal, state or local laws. Neither the Property nor, to the best of each Company's knowledge, any adjacent premises, is listed or proposed for listing on the national Priorities List established pursuant to Section 105(8)(B) of CERCLA, 42 U.S.C. § 9605(8)(B), or on any other hazardous site list promulgated by any federal, state or local government or governmental agency.

(2) To each Company's best knowledge, none of the following are present on the Property: a) Polychlorinated biphenyls ("PCBs") or substances containing PCBs; b) Asbestos or material containing asbestos; c) Radon at levels deemed unacceptable by the U.S. Environmental Protection Agency; d) Urea Formaldehyde Foam insulation; and e) Above ground or Underground Storage Tanks.

(3) To each Company's best knowledge, there have been no leaks from any underground storage tank that presently services the Property, nor from any prior tank that may have served the Property, nor have there been any spills of oil that was intended to be used to fill the existing or any prior underground oil storage tank servicing the Property.

o. Each owner of a Company is the only record and beneficial owner of their respective Membership Interest and has good title to their Membership Interest, free and clear of all liens, claims, claims of others, charges, security interests and other encumbrances of any nature whatsoever. All of such Membership Interests have been validly authorized and issued and are fully paid and non-assessable.

p. To the best of each owner of each Company's knowledge, there are no material liabilities (exceeding \$500) of any Company other than with respect to the Property and shared in common with the other Companies as owners of the Property.

q. Except for mortgage debt on the Property (first and second mortgages) and trade payables incurred in the normal course of business, no Company has any other debt of liability whatsoever, nor any accrued or contingent liability, liquidated or not, more than \$500.00.

r. No Company maintains or contributes to any bonus, profit sharing, pension, deferred compensation, incentive or other compensation plans or arrangements (whether in existence by virtue of agreement, policy, course of dealing or applicable law). No Company has or has had any employees.

s. No Company has elected to be taxed as a Corporation and each Company has been treated for federal income tax purposes as an entity that is disregarded. All Companies have, since their inception, elected to be treated as a disregarded entity for federal income tax purposes.

11. WAIVER OF CONFLICT OF INTEREST. Peter A. Mardinly, Esquire, and Steven J. Harner, Esquire, (collectively referred to in this Section as the "Attorneys") represent Barry Belmont, an adult individual, SNL-BJB, LLC, SNL-LHIP, LLC and SNL-ERTJLB, LLC, and other entities owned or affiliated with Barry J. Belmont (collectively referred to in this Section as the "Clients"). The parties to this agreement have had ongoing business relationships with the Clients and Barry J. Belmont and his affiliates for many years.

However, in view of the ongoing duties of loyalty the Attorneys owe to the Clients, the parties acknowledge that the Attorneys have addressed to their satisfaction of Attorneys' representation of the Clients and the creation of the Partnership, its general partner and in drafting the Partnership Agreement and Operating Agreements for those entities as well as this Plan of Merger with the Companies, in this matter, the conflict issues that might arise from the Attorneys representation of the Clients, and Attorneys ongoing representation of the Clients.

By signing this Agreement, all parties reaffirm their consent to the Attorneys' representation of the Clients in this matter and Attorneys' ongoing representation of the Clients. After consultation, or an opportunity to consult with independent counsel, all the parties hereto, waive any conflict of interest with full knowledge and after an opportunity to independently consult with counsel of their choice.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Plan of Merger this as of the date first above written.

{Continued on next page}

THE UNDERSIGNED BEING ALL OF THE PARTNERS OF SHOPPES AT NORTH LAKE, LLLP, HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER, CONSENT TO THE MERGER AND WAIVE THE REQUIREMENT OF WRITTEN NOTICE OF DISSENTER'S RIGHTS PURSUANT TO FL STAT. SECTION 620.202(3).

BARRY J. BELMONT, AS MANAGER OF SHOPPES AT NORTH LAKE, LLC, HEREBY DELEGATES HIS AUTHORITY AS MANAGER OF THE GENERAL PARTNER OF SHOPPES AT NORTH LAKE, LLLP TO PETER A. MARDINLY, ESQUIRE TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF STATE THE ARTICLES OF MERGER IMPLEMENTING THIS MERGER PURSUANT TO FL. STAT. SECTION 608.4236 ON BEHALF OF SHOPPES AT NORTH LAKE, LLLP. ALL PARTNERS HEREBY APPROVE OF SUCH ACTION.

**SHOPPES OF NORTH LAKE, LLLP**

Signed in the presence of:

General Partner:

Shoppes at North Lake, LLC, a  
Florida limited liability company

Signature of Witness

J. Brian Monizette

Name of Witness:

Signature of Witness

Name of Witness

[Signature]  
BARRY J. BELMONT, Manager

**LIMITED PARTNERS:**

Exempt Residuary Trust Under Last Will and  
Testament of Joseph L. Belmont, Deceased, a  
Florida testamentary trust

Signature of Witness

Name of Witness:

J. Brian Monizette

Signature of Witness

Name of Witness

[Signature]  
BARRY J. BELMONT, Co-Trustee

  
Signature of WitnessJ. Brian Monizette  
Name of Witness:\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Name of Witness\_\_\_\_\_  
Signature of WitnessJ. Brian Monizette  
Name of Witness:  
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Name of Witness:\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Name of Witness

Lock Haven Industrial Park Business Trust, a  
Pennsylvania business trust

  
By: BARRY J. BELMONT, PRESIDENT  
BARRY J. BELMONTBARRY A. GREENFIELDJACK S. GRESSEN

Lock Haven Industrial Park Business Trust, a  
Pennsylvania business trust

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

BARRY J. BELMONT, PRESIDENT


\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
BARRY J. BELMONT

  
Signature of Witness

  
Name of Witness:

  
Signature of Witness

  
Name of Witness

  
\_\_\_\_\_  
BARRY A. GREENFIELD

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
JACK S. GRESSEN

JUL 26 05 04:14p

Jack Gressen

1-561-963-1081

p.2

JUL-26-2005(TUE) 15:42

Belmont Investment Corp.

(FAX)610 896 0515

P.003/006

Lock Haven Industrial Park Business Trust, a  
Pennsylvania business trust

Signature of Witness

Name of Witness:

Signature of Witness

Name of Witness

By:

BARRY J. BELMONT, PRESIDENT

Signature of Witness

Name of Witness:

BARRY J. BELMONT

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness:

BARRY A. GREENFIELD

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness:

JACK S. GRESSEN

Signature of Witness

Name of Witness



THE UNDERSIGNED BEING EACH OF THE LIMITED LIABILITY COMPANIES PARTY TO THE MERGER, HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER, CONSENT TO THE MERGER AND WAIVE THE REQUIREMENT OF WRITTEN NOTICE OF DISSENTER'S RIGHTS PURSUANT TO FL STAT. SECTIONS 608.4381(3) AND 608.455.

THE UNDERSIGNED FURTHER DELEGATE THEIR AUTHORITY AS MEMBERS OF EACH LIMITED LIABILITY COMPANY TO PETER A. MARDINLY, ESQUIRE TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF STATE THE ARTICLES OF MERGER IMPLEMENTING THIS MERGER PURSUANT TO FL. STAT. SECTION 608.4236.

#### LIMITED LIABILITY COMPANIES:

SNL-ERTILB, LLC, a Florida limited liability company

Signature of Witness

Name of Witness:

Signature of Witness

Name of Witness

By:

BARRY J. BELMONT, Trustee of the Exempt Residuary Trust under the Last Will and Testament of Joseph L. Belmont, Deceased, Sole Member

SNL-LHIP, LLC, a Florida limited liability company

By: Lock Haven Industrial Park Business Trust, a Pennsylvania business trust

Signature of Witness


Name of Witness:

Signature of Witness

Name of Witness

By:

BARRY J. BELMONT, PRESIDENT

  
\_\_\_\_\_  
Signature of Witness  
J. Brian McMichael  
\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

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Name of Witness

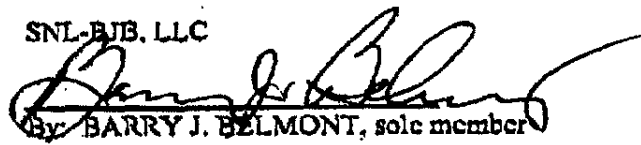
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Signature of Witness

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Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

SNL-BJB, LLC

  
\_\_\_\_\_  
By: BARRY J. BELMONT, sole member

SNL-BAG, LLC

\_\_\_\_\_  
By: BARRY A. GREENFIELD, sole member

SNL-JSG, LLC

\_\_\_\_\_  
By: JACK S. GRESSEN, sole member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness:

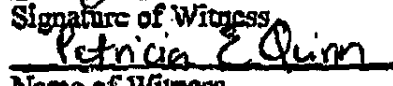
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Signature of Witness

\_\_\_\_\_  
Name of Witness

  
Signature of Witness

  
Name of Witness:

\_\_\_\_\_  
Signature of Witness

  
Name of Witness

SNL-BJB, LLC

\_\_\_\_\_  
By: BARRY J. BELMONT, sole member

SNV-BAG, LLC

  
By: BARRY A. GREENFIELD, sole member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

SNL-JSG, LLC

\_\_\_\_\_  
By: JACK S. GRESSEN, sole member

Jul 26 05:04:14p

Jack Gressen

1-561-963-1081

P. 1

JUL-26-2005(TUE) 15:43

Belmont Investment Corp.

(FAX)610 896 0515

P. 005/006

SNL-BJB, LLC

Signature of Witness

Name of Witness:

By: BARRY J. BELMONT, sole member

Signature of Witness

Name of Witness

SNL-BAG, LLC

Signature of Witness

Name of Witness:

By: BARRY A. GREENFIELD, sole member

Signature of Witness

Name of Witness

Signature of Witness

Name of Witness:

By: JACK S. GRESSEN, sole member

Signature of Witness

Name of Witness