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MERGER OR SHARE EXCHANGE
CRL REALTY ASSOCIATES, L.P.

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	~~$58.75~~

$157.50

LP Merger

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12-30-13

ARTICLES/CERTIFICATE OF MERGER
OF
CRL REALTY ASSOCIATES, L.P.
(a New Jersey limited partnership)
WITH AND INTO
CRL REALTY ASSOCIATES, L.P.
(a Florida limited partnership)

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TALLAHASSEE, FLORIDA

Pursuant to New Jersey Statutes Section 42:2A-73 and Section 620.2108 of the Florida Statutes, these Articles/Certificate of Merger provide as follows:

ARTICLE I
State of Organization; Surviving Entity

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
CRL Realty Associates, L.P.	New Jersey
CRL Realty Associates, L.P.	Florida

CRL Realty Associates, L.P., a Florida limited partnership, shall be the surviving entity.

ARTICLE II
Plan of Merger

The Agreement and Plan of Merger is attached hereto as Exhibit A.

ARTICLE III
Approval of Merger

The Agreement and Plan of Merger was approved by the partners of CRL Realty Associates, L.P. in accordance with Title 42:2A, New Jersey Statutes, on December 23, 2013.

The Agreement and Plan of Merger was approved by the partners of CRL Realty Associates, L.P., in accordance with Chapter 620, Florida Statutes, on December 23, 2013.

ARTICLE IV
Effective Time

These Articles of Merger shall become effective on December 31, 2013, at 11:59 EST.

ARTICLE V
Compliance with Section 42:2A-73, New Jersey Statutes

The Agreement and Plan of Merger is on file at the place of business of CRL Realty Associates, L.P., a Florida limited partnership, which shall be the surviving entity, at 7491 N. Federal Highway, Suite C5-130, Boca Raton, FL 33487. A copy of the Agreement and Plan of Merger shall be furnished by CRL Realty Associates, L.P., a Florida limited partnership, on request and without cost, to any partner of CRL Realty Associates, L.P., a New Jersey limited partnership, or CRL Realty Associates, L.P., a Florida limited partnership. CRL Realty Associates, L.P., a Florida limited partnership, agrees that it may be served with process in the State of New Jersey in any action, suit, or proceeding for the enforcement of any obligation of CRL Realty Associates, L.P., a New Jersey limited partnership. CRL Realty Associates, L.P., a Florida limited partnership, irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such proceeding, and the address for mailing a copy of the process in such proceeding is: 7491 N. Federal Highway, Suite C5-130, Boca Raton, FL 33487.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent organizations have caused these Articles/Certificate of Merger to be executed this 23rd day of December, 2013.

CRL REALTY ASSOCIATES, L.P.
a New Jersey limited partnership

By: CRL REALTY MANAGEMENT, INC,
a New Jersey corporation

By: Robt F Lindmark
Name: Robert F. Lindmark
Title: President

CRL REALTY ASSOCIATES, L.P.
a Florida limited partnership

By: CRL REALTY MANAGEMENT, INC,
a Florida corporation

By: Robt F Lindmark
Name: Robert F. Lindmark
Title: President

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This Agreement is dated as of December 23, 2013 (the "*Agreement*"), by and between **CRL REALTY ASSOCIATES, L.P.**, a New Jersey limited partnership (the "*Merging Entity*"), and **CRL REALTY ASSOCIATES, L.P.**, a Florida limited partnership (the "*Surviving Entity*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

The Merging Entity and the Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Agreement. The sole general partner and all of the limited partners of the Merging Entity have approved the Merger. The sole general partner and all of the limited partners of the Surviving Entity have approved the Merger. This Agreement sets forth a plan of merger pursuant to the provisions of the New Jersey Uniform Limited Partnership Law (1976) ("*NJULPL*") and the Florida Revised Uniform Limited Partnership Act of 2005 ("*FRULPA*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the certificate of limited partnership and limited partnership agreement of the Surviving Entity in effect immediately prior to the Effective Time shall be the certificate of limited partnership and limited partnership agreement, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the general partner of the Surviving Entity shall continue to be CRL Realty Management, Inc., a Florida corporation, with a business address of 7491 N. Federal Highway, Suite C5-130, Boca Raton, FL 33487, which shall remain a general partner until its successor or successors are duly elected or appointed and qualify in the manner provided in the certificate of limited partnership and limited partnership agreement of the Surviving Entity, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall be the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the separate limited partnership existence of the Merging Entity shall cease.

(e) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, chooses in action, rights and credits) then owned by each of the Constituent Organizations, or which would inure to the benefit of either of such Constituent

Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its partners, representatives, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(g) The Surviving Entity agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of the Merging Entity. The Surviving Entity irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such proceeding, and shall mail a copy of the process in such proceeding to: 7491 N. Federal Highway, Suite C5-130, Boca Raton, FL 33487.

(h) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 1, the Merger shall have the effects set forth in Section 42:2A-73 of the NJULPL and Section 620.2109 of the FRULPA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement, there is only one general partner and three limited partners of the Merging Entity and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any partnership interests or units in the Merging Entity.

(b) As of the date of this Agreement, there is only one general partner and three limited partners of the Surviving Entity and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any partnership interests or units in the Surviving Entity.

SECTION 3. MANNER AND BASIS OF CONVERTING PARTNERSHIP INTERESTS OF THE MERGING ENTITY INTO PARTNERSHIP INTERESTS OF THE SURVIVING ENTITY.

(a) The partnership interests held by the partners of the Merging Entity as of the Effective Time shall cease to be outstanding and the partners shall receive no interest, cash, or other consideration in exchange for the partnership interests.

(b) At the Effective Time, the partnership interests in the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the partners of the Merging Entity and the partners of the Surviving Entity in the manner required by the NJULPL and the FRULPA, respectively, the respective certificates of limited partnership, and the respective limited partnership agreements of the Constituent Organizations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Entity shall cause articles/certificate of merger ("*Articles of Merger*") meeting the requirements of the NJULPL and the FRULPA, to be properly executed and filed with the Secretary of State of the State of Florida and the Secretary of State of the State of New Jersey. The Merger shall become effective on such date and time as is agreed upon by the Surviving Entity and the Merging Entity and specified in the Articles of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the NJUPL or the FRULPA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges, and franchises of the Merging Entity, the partners of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the general partner of the Merging Entity and the general partner of the Surviving Entity, whether before or after the approval of this Agreement by the general partner and limited partners of the Constituent Organizations. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of either of the Constituent Organizations or of their respective partners, employees, representatives, or agents.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the general partner of the Merging Entity or by the general partner of the Surviving Entity, which changes the terms of this Agreement in a way which is materially adverse to the partners of the Constituent Organizations, as the case may be, unless such amendment is approved by such partners.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its authorized representatives, as of the date first above written.

CRL REALTY ASSOCIATES, L.P.,
a New Jersey limited partnership

By: CRL REALTY MANAGEMENT, INC.,
a New Jersey corporation

By: Robt Lindmark
Name: Robert Lindmark
Title: President

CRL REALTY ASSOCIATES, L.P.,
a Florida limited partnership

By: CRL REALTY MANAGEMENT, INC.,
a Florida corporation

By: Robt Lindmark
Name: Robert Lindmark
Title: President