

# A17712



ACCOUNT NO. : 072100000032  
 REFERENCE : 682362 161599A  
 AUTHORIZATION : *Patricia Piguts*  
 COST LIMIT : \$ 262.50

ORDER DATE : July 29, 2002  
 ORDER TIME : 3:09 PM  
 ORDER NO. : 682362-005  
 CUSTOMER NO: 161599A

CUSTOMER: Mr. Jeffrey J. Wolfe  
 Daryl Cramer & Associates, Pa  
 Suite 910  
 515 North Flagler Drive  
 West Palm Beach, FL 33401-5010

RECEIVED  
 02 JUL 31 PM 3:54  
 DEPARTMENT OF STATE  
 TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

RIVERLAKE WEST APARTMENTS,  
 LTD.

200006824172--6

INTO

RIVERLAKE APARTMENTS, LTD.

Name	
Availability	
Document	
Examiner	PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:
Updater	<u>XX</u> (3) CERTIFIED COPY
Updater	
Verifyer	CONTACT PERSON: Norma Hull
Acknowledgement	DOC
Verifyer	DOC

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

FILED  
 02 JUL 31 PM 2:25  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

RIVERLAKE WEST APARTMENTS, LTD., A FLORIDA LIMITED  
PARTNERSHIP (A26529

INTO

**RIVERLAKE APARTMENTS, LTD.**, a Florida entity, A17712

File date: July 31, 2002

Corporate Specialist: Diane Cushing

Account number: 072100000032

Amount charged: 262.50

ARTICLES OF MERGER

A26529

Pursuant to Section 620.201 of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act"), **RIVERLAKE WEST APARTMENTS, LTD.**, a Florida limited partnership ("Riverlake West"), proposes to merge into **RIVERLAKE APARTMENTS, LTD.**, a Florida limited partnership ("Riverlake"), and in connection therewith, the limited partnerships submit the following:

A17712

1. The surviving limited partnership will be Riverlake and the name of the surviving limited partnership will be "Riverlake Apartments, Ltd.", a Florida limited partnership (the "Surviving Limited Partnership").
2. The Agreement of Merger and Plan of Merger and Reorganization (the "Plan") was entered into effective as of July 31, 2002 by and between Riverlake West and Riverlake, a copy of which is attached hereto as Exhibit "A."
3. The Plan was adopted by unanimous consent of the partners of Riverlake and Riverlake West, in accordance with chapter 620 of the Act, effective as of July 23, 2002.
4. The Surviving Limited Partnership has obtained the written consent of each person or entity that as a result of the merger is now a general partner of the Surviving Limited Partnership pursuant to Section 620.202(2) of the Act.
5. The partners of Riverlake and Riverlake West have waived the notification requirements pursuant to Section 620.202(3) of the Act.
6. The merger is permitted under the laws of the State of Florida and is not prohibited by the agreement of limited partnership of Riverlake or Riverlake West.
7. The effective date of the merger shall be July 31, 2002.

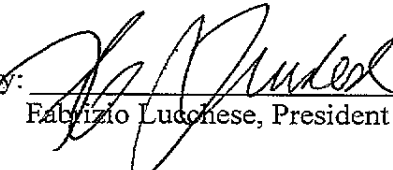
02 JUL 21 PM 9:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

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**RIVERLAKE APARTMENTS, LTD.,** a  
Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By:   
Fabrizio Lucchese, President

**RIVERLAKE WEST APARTMENTS,  
LTD.,** a Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By:   
William P. Myers, Vice President

FILED  
JUL 31 9 11 AM '02  
CLERK OF DISTRICT COURT  
STATE OF FLORIDA  
ORLADA

**EXHIBIT "A"**

**AGREEMENT OF MERGER AND  
PLAN OF MERGER AND REORGANIZATION**

FILED  
02 JUL 31 PM 2:25  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

**THIS AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION** entered into effective as of the 31 day of July, 2002, by and between **RIVERLAKE WEST APARTMENTS, LTD.**, a Florida limited partnership (hereinafter called "Riverlake West"), and **RIVERLAKE APARTMENTS, LTD.**, a Florida limited partnership (hereinafter called "Riverlake").

**WITNESSETH:**

**WHEREAS**, the partners of Riverlake West and Riverlake have resolved that Riverlake West be merged, pursuant to chapter 620 of the Florida Revised Uniform Limited Partnership Act (1986), into a single limited partnership existing under the laws of the State of Florida, to wit, Riverlake, which shall be the surviving limited partnership (such limited partnership in its capacity as such surviving limited partnership being sometimes referred to herein as the "Surviving Limited Partnership");

**WHEREAS**, the partnership interests of Riverlake West are owned as follows: (i) 99% by Riverlake Financing Partnership, Ltd., a Florida limited partnership, as limited partner (the "Riverlake West Limited Partner Interests") and (ii) 1% by Riverlake General Partner, Inc., a Florida corporation, as general partner (the "Riverlake West General Partner Interests") (collectively, the "Riverlake West Partnership Interests").

**WHEREAS**, the partnership interests of Riverlake are owned as follows: (i) 99% by Riverlake Financing Partnership, Ltd., a Florida limited partnership, as limited partner (the "Riverlake Limited Partner Interests") and (ii) 1% by Riverlake General Partner, Inc., a Florida corporation, as general partner (the "Riverlake General Partner Interests") (collectively, the "Riverlake Partnership Interests").

**WHEREAS**, the respective partners of Riverlake West and Riverlake have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein made, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **MERGER.** Riverlake West shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single limited partnership existing under the laws of the State of Florida, to wit, Riverlake, which shall be the Surviving Limited Partnership, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. APPROVAL BY PARTNERS; FILINGS; EFFECTS OF MERGER.

2.1 Approval by Partners of Riverlake West and Riverlake. This Agreement shall be submitted for approval by the partners of Riverlake West and Riverlake in the manner provided by the applicable laws of the State of Florida.

2.2 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the partners of Riverlake West and Riverlake, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then an Articles of Merger shall be filed and recorded with the State of Florida. The Merger shall become effective on July 31, 2002, which date is herein referred to as the "Effective Date."

2.3 Certain Effects of Merger. On the Effective Date, the separate existence of Riverlake West shall cease, and Riverlake West shall be merged into Riverlake which, as the Surviving Limited Partnership, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, duties and liabilities of Riverlake West; and all and singular, the rights, privileges, powers, and franchises of Riverlake West, and all property, real, personal, and mixed, and all debts due to Riverlake West on whatever account, as well as liens and all other things in action or belonging to Riverlake West, shall be vested in the Surviving Limited Partnership; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Limited Partnership as they were of Riverlake West, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in Riverlake West, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Riverlake West shall be preserved, unimpaired, and all debts, liabilities, and duties of Riverlake West shall thenceforth attach to the Surviving Limited Partnership and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting partners of Riverlake West or the corresponding partners of the Surviving Limited Partnership, may, in the name of Riverlake West execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Limited Partnership may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Limited Partnership title to and possession of all Riverlake West's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. NAME OF SURVIVING LIMITED PARTNERSHIP; CERTIFICATE OF LIMITED PARTNERSHIP; PARTNERSHIP AGREEMENT.

3.1 Name of Surviving Limited Partnership. The name of the Surviving Limited Partnership from and after the Effective Date shall be "Riverlake Apartments, Ltd.", a Florida limited partnership.

3.2 Certificate of Limited Partnership. The Certificate of Limited Partnership of Riverlake as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Limited Partnership of the Surviving Limited Partnership until changed or amended as provided by law.

3.3 Partnership Agreement The Partnership Agreement of Riverlake, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Partnership Agreement of the Surviving Limited Partnership until amended as provided therein.

4. STATUS AND CONVERSION OF SECURITIES. The manner and basis of converting the Riverlake West Partnership Interests and the nature and amount of Riverlake Partnership Interests which the holders of the Riverlake West Partnership Interests are to receive in exchange for such interests are as follows:

4.1 Riverlake West Partnership Interests. Each one percent or fraction thereof of the Riverlake West General Partner Interests which shall be owned immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into an equal percent or fraction thereof of Riverlake General Partner Interests. In addition, each percent or fraction thereof of the Riverlake West Limited Partner Interests which shall be owned immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into an equal percent or fraction thereof of Riverlake Limited Partner Interests. As a result, after the Effective Date, Riverlake General Partner, Inc. shall own 1% and Riverlake Financing Partnership, Ltd. shall own 99%, each of the Surviving Limited Partnership.

5. SURVIVING GENERAL PARTNERS. Riverlake General Partner, Inc., a Florida corporation, will be the general partner of the Surviving Limited Partnership. Its business address is as follows: Riverlake General Partner, Inc., c/o Daryl Cramer & Associates, P.A., 515 North Flagler Drive, Suite 910, West Palm Beach, Florida 33401.

6. ABANDONMENT OF MERGER. At any time before the Effective Date of the Merger (whether it is before or after filing the Certificate of Merger or Articles of Merger), this Agreement of Merger and Plan of Merger and Reorganization may be terminated and the Merger abandoned by mutual consent of the partners of Riverlake and Riverlake West.

7. EXECUTION OF AGREEMENT. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger and Plan of Merger and Reorganization, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties hereto on the date first above written.

**RIVERLAKE APARTMENTS, LTD.**, a  
Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By: \_\_\_\_\_  
Fabrizio Lucchese, President

**RIVERLAKE WEST APARTMENTS,  
LTD.**, a Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By: \_\_\_\_\_  
William P. Myers, Vice President



**EXHIBIT "B"**

**ARTICLES OF MERGER**

FILED  
JUL 31 1 PM 2:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 620.201 of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act"), **RIVERLAKE WEST APARTMENTS, LTD.**, a Florida limited partnership ("Riverlake West"), proposes to merge into **RIVERLAKE APARTMENTS, LTD.**, a Florida limited partnership ("Riverlake"), and in connection therewith, the limited partnerships submit the following:

1. The surviving limited partnership will be Riverlake and the name of the surviving limited partnership will be "Riverlake Apartments, Ltd.", a Florida limited partnership (the "Surviving Limited Partnership").
2. The Agreement of Merger and Plan of Merger and Reorganization (the "Plan") was entered into effective as of July 31, 2002 by and between Riverlake West and Riverlake, a copy of which is attached hereto as Exhibit "A."
3. The Plan was adopted by unanimous consent of the partners of Riverlake and Riverlake West, in accordance with chapter 620 of the Act, effective as of July 31, 2002.
4. The Surviving Limited Partnership has obtained the written consent of each person or entity that as a result of the merger is now a general partner of the Surviving Limited Partnership pursuant to Section 620.202(2) of the Act.
5. The partners of Riverlake and Riverlake West have waived the notification requirements pursuant to Section 620.202(3) of the Act.
6. The merger is permitted under the laws of the State of Florida and is not prohibited by the agreement of limited partnership of Riverlake or Riverlake West.
7. The effective date of the merger shall be July 31, 2002.

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**RIVERLAKE APARTMENTS, LTD.,** a  
Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By: \_\_\_\_\_  
Fabrizio Lucchese, President

**RIVERLAKE WEST APARTMENTS,  
LTD.,** a Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By: \_\_\_\_\_  
William P. Myers, Vice President

**AGREEMENT OF MERGER AND  
PLAN OF MERGER AND REORGANIZATION**

02 JUL 31 PM 3:20  
SECRETARY OF STATE  
TALLAHASSEE  
FILED

**THIS AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION** entered into effective as of the 31<sup>st</sup> day of July, 2002, by and between **RIVERLAKE WEST APARTMENTS, LTD.**, a Florida limited partnership (hereinafter called "Riverlake West"), and **RIVERLAKE APARTMENTS, LTD.**, a Florida limited partnership (hereinafter called "Riverlake").

**WITNESSETH:**

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**WHEREAS**, the partnership interests of Riverlake West are owned as follows: (i) 99% by Riverlake Financing Partnership, Ltd., a Florida limited partnership, as limited partner (the "Riverlake West Limited Partner Interests") and (ii) 1% by Riverlake General Partner, Inc., a Florida corporation, as general partner (the "Riverlake West General Partner Interests") (collectively, the "Riverlake West Partnership Interests").

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2.1 Approval by Partners of Riverlake West and Riverlake. This Agreement shall be submitted for approval by the partners of Riverlake West and Riverlake in the manner provided by the applicable laws of the State of Florida.

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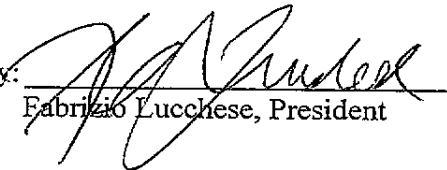
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**RIVERLAKE APARTMENTS, LTD.**, a  
Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By:   
Fabrizio Lucchese, President

**RIVERLAKE WEST APARTMENTS,  
LTD.**, a Florida limited partnership

By: Riverlake General Partner, Inc., a  
Florida corporation, Its General  
Partner

By:   
William P. Myers, Vice President