



A9500 0001481

ACCOUNT NO. : 072100000032

REFERENCE : 748940 4305390

AUTHORIZATION

COST LIMIT : \$ 105.00

Patricia Pigato

ORDER DATE : September 18, 2002

ORDER TIME : 10:55 AM

ORDER NO. : 748940-005

CUSTOMER NO: 4305390

000007855270--0

CUSTOMER: Ms. Kim Calkin-mcellen
Cole Schotz Meisel Forman &
25 Main Street
P.o. Box 800
Hackensack, NJ 07602

ARTICLES OF MERGER

SELTZER FAMILY PARTNERSHIP,
LTD.

INTO

SELTZER FAMILY PARTNERSHIP,
LTD.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Darlene Ward, Ext. 1135

EXAMINER'S INITIALS:

JB
9-20-02

APPROVED
AND
FILED
02 SEP 19 PM 1:08
RECEIVED
02 SEP 19 PM 12:54
DIVISION OF CORPORATION
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

September 19, 2002

CSC
DARLENE WARD

SUBJECT: SELTZER FAMILY PARTNERSHIP, LTD.
Ref. Number: A95000001481

We have received your document for SELTZER FAMILY PARTNERSHIP, LTD. and the authorization to debit your account in the amount of \$105.00. However, the document has not been filed and is being returned for the following:

The certificate of merger needs to be corrected to read "ARTICLES OF MERGER".

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 502A00053509

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

SELTZER FAMILY PARTNERSHIP, LTD., A FLORIDA ENTITY, A95000001481

INTO

SELTZER FAMILY PARTNERSHIP, LTD., entity not qualified in Florida

File date: September 19, 2002

Corporate Specialist: Trevor Brumbley

Account number: 072100000032

Amount charged: 105.00

02 SEP 19 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

ARTICLES OF MERGER

OF

SELTZER FAMILY PARTNERSHIP, LTD.
(a Florida limited partnership)

A95000001481

WITH AND INTO

SELTZER FAMILY PARTNERSHIP, LTD.
(a Delaware limited partnership)

This Certificate of Merger is being executed and filed by SELTZER FAMILY PARTNERSHIP, LTD., a Delaware limited partnership (the "Surviving Partnership"), the surviving Partnership, pursuant to Sections 17-211(b) and 17-211(c) of the Delaware Revised Uniform Limited Partnership Act, in order to merge SELTZER FAMILY PARTNERSHIP, LTD., a Florida limited partnership, pursuant to Sections 607.1109, 608.4382., and/or 620.203, Florida Statutes, with and into the Partnership:

I. Name and Jurisdiction of Formation or Organization of Each Entity Which is to Merge:

The names and jurisdictions of formation or organizations of each entity which is to merge are:

SELTZER FAMILY PARTNERSHIP, LTD., a Florida limited partnership (the "Former Partnership"), and

SELTZER FAMILY PARTNERSHIP, LTD., a Delaware limited partnership

II. Approval of Agreement of Merger. The Agreement of Merger has been approved and executed by each of the Surviving Partnership and Former Partnership.

III. Name of Surviving Domestic Delaware Limited Partnership or Other Business Entity. The name of the surviving domestic Delaware limited partnership is SELTZER FAMILY PARTNERSHIP, LTD.

IV. Location of Agreement of Merger. The Agreement of Merger is on file at the Surviving Partnership's office. The Surviving Partnership's office is located at c/o Jason Seltzer, 17047 Boca Club Boulevard, Boca Raton, Florida 33487.

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TALLAHASSEE, FLORIDA

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V. Copy of Agreement of Merger. A copy of the Agreement of Merger shall be furnished by the Surviving Partnership, on request and without cost, to any partner of the Surviving Partnership or any person holding an interest in the Surviving Partnership.

VI. 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.

The name(s) and address(es) of the general partners of the surviving entity are as follows:

<u>Name</u>	<u>Address</u>
Jason Seltzer	17047 Boca Club Boulevard Boca Raton, Florida 33487
Helen Seltzer	17047 Boca Club Boulevard Boca Raton, Florida 33487

VII. 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 620.4384, Florida Statutes.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned have signed this Certificate of
Merger this 17th day of September, 2002.

**SELTZER FAMILY PARTNERSHIP,
LTD.,** Surviving Delaware Partnership

By: 

JASON SELTZER, General Partner and
Limited Partner

By: 

HELEN SELTZER, General Partner and
Limited Partner

SELTZER FAMILY TRUST, Limited Partner

By: 

ROBERT HONIG, Trustee

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated September 17, 2002, by and between SELTZER FAMILY PARTNERSHIP, LTD., a Florida limited partnership (the "Former Partnership"), and SELTZER FAMILY PARTNERSHIP, LTD., a Delaware limited partnership (the "Surviving Partnership").

WITNESSETH:

WHEREAS, the Former Partnership shall be merged with and into the Surviving Partnership and the Surviving Partnership shall be the surviving entity; and

WHEREAS, it is the intent of this Agreement and Plan of Merger (the "Merger Agreement") that the merger provided for herein (the "Merger") shall be pursuant to the applicable laws of the States of Florida and Delaware, and that the federal income tax consequences described in Rev. Rul. 95-37 shall apply to the Merger; and

WHEREAS, all the partners of the Former Partnership and all the partners of the Surviving Partnership deem the merger desirable and in the best interests of their respective partnerships; and

WHEREAS, the Former Partnership is a limited partnership created under the laws of the State of Florida, and the Surviving Partnership is a limited partnership created under the laws of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and the basis for converting interests in the Former Partnership for interests in the Surviving Partnership and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I.

In accordance with the provisions of this Merger Agreement, filed pursuant to Sections 17-211(b) and 17-211(c) of the Delaware Revised Uniform Limited Partnership Act, the Former Partnership shall be merged into the Surviving Partnership.

ARTICLE II.

The Merger shall be effective (the "Effective Date") in the State of Delaware on the date the Certificate of Merger is filed with the Delaware Secretary of State's office.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLE III.

Upon the Effective Date, the members of the Surviving Partnership shall own the percentage interests in the Surviving Partnership in the same proportions as they owned in the Former Partnership.

ARTICLE IV.

On the Effective Date, the capital accounts of the partners in the Former Partnership shall be carried over to the capital accounts of the partners in the Surviving Partnership. The taxable year of the Surviving Partnership shall not close as a result of the Merger.

ARTICLE V.

On the Effective Date, the Certificate of Formation of the Surviving Partnership, as in effect on the Effective Date, shall remain the Certificate of Formation of the Surviving Partnership until altered, amended or repealed.

ARTICLE VI.

The Partnership Agreement of the Surviving Partnership shall be the Partnership Agreement of the Surviving Partnership from and after the Effective Date until altered, amended or repealed.

ARTICLE VII.

This Merger Agreement may be terminated or abandoned at any time prior to the filing of the Certificate of Merger with the Florida Secretary of State by mutual written agreement of the Former Partnership and the Surviving Partnership.

ARTICLE VIII.

On the Effective Date, the separate existence of the Former Partnership shall cease, and the existence and the identity of the Surviving Partnership, as the Surviving Partnership, shall continue. The Surviving Partnership shall thereupon succeed, without other transfer, to all the rights and property of the Former Partnership and shall be subject to all of the debts and liabilities of the Former Partnership in the same manner as if the Surviving Partnership had itself incurred them. All rights of creditors and all liens upon the property of the Former Partnership shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against the Former Partnership may be prosecuted to judgment, which shall bind the Surviving Partnership, or the Surviving Partnership may be proceeded against or substituted in the place of the Former Partnership.

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TALLAHASSEE, FLORIDA

ARTICLE IX.

From time to time at and after the Effective Date as and when requested by the Surviving Partnership or by its successors or assigns, the Former Partnership shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Partnership, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Partnership, and its successors or assigns, title to and possession of all the rights and property referred to in Article VII hereof and otherwise to carry out the intent and purposes of this Merger Agreement. If the Surviving Partnership shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of the Former Partnership acquired by the Surviving Partnership pursuant to this Merger Agreement, the members of the Surviving Partnership at that time are hereby specifically authorized as attorneys-in-fact of the Former Partnership (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Partnership or otherwise, as such members shall deem necessary or appropriate to accomplish such end.

ARTICLE X.

1. For the convenience of the parties hereto and to facilitate the filing of this Merger Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument and all such counterparts shall together constitute the same agreement.

2. This Merger Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Merger Agreement as of the date hereof. Any amendment to this Merger Agreement shall be approved by both the Former Partnership and the Surviving Partnership.

3. This Merger Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware. The filing requirements of the State of Delaware shall govern all respective filings necessary or advisable to effect the intent and purposes of this Merger Agreement.

4. Except as otherwise specifically provided herein, nothing expressed or implied in this Merger Agreement is intended, or shall be construed, to confer upon or give any person, firm or the Former Partnership, other than the parties hereto and their

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respective partners/members, any rights or remedies under or by reason of this Merger Agreement.

5. This Merger Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Merger Agreement.

ARTICLE XI

The name(s) and address(es) of the general partners of the surviving entity are as follows:

<u>Name</u>	<u>Address</u>
Jason Seltzer	17047 Boca Club Boulevard Boca Raton, Florida 33487
Helen Seltzer	17047 Boca Club Boulevard Boca Raton, Florida 33487

IN WITNESS WHEREOF, the parties have executed this Merger Agreement the day and year first above written.

**SELTZER FAMILY PARTNERSHIP,
LTD.**, a Delaware limited partnership
The Surviving Entity

By: 
JASON SELTZER, General and Limited
Partner

By: 
HELEN SELTZER, General and
Limited Partner

SELTZER FAMILY TRUST, Limited Partner

By: 
ROBERT HONIG, Trustee

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
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**SELTZER FAMILY PARTNERSHIP,
LTD.,** a Florida limited partnership

By: 

JASON SELTZER, General Partner
and Limited Partner

By: 

HELEN SELTZER, General Partner
and Limited Partner

SELTZER FAMILY TRUST, Limited
Partner

By: 

ROBERT HONIG, Trustee
Manager

APPROVE
AND
FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA