

A970000000590

December , 2000

FEDERAL EXPRESS
Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

MJH

RE: Articles of Merger & Plan of Merger

Dear Sir/Madam:

Enclosed please find the ARTICLES OF MERGER & PLAN OF MERGER, together with a check in the amount of \$105.00 (\$52.50 for each limited Partnership), made payable to the Florida Department of State.

Kindly file this Article of Merger & Plan of Merger to be effective as of December 31, 2000. It should be noted that the filing of the Certificate of Merger will cancel the Florida Limited Partnership: BERSON FAMILY LIMITED PARTNERSHIP, LTD.; FL Document No. A97000000590, EIN 65-0745904 as of December 31, 2000.

Please send any notices to the General Partner:

Anne A. Berson, Trustee
Anne A. Berson Revocable Trust
5292 Stonybrook Drive
Boynton Beach, FL 33437
(561) 732-2115

Telephone No.

Thank you for your assistance in this matter.

Very truly Yours,



Anne A. Berson, Trustee
Anne A. Berson Revocable Trust,
General Partner

FL-ART-MERGE-COV.LTR

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

BERSON FAMILY LIMITED PARTNERSHIP, LTD., a Florida Limited
Partnership, A97000000590

INTO

BERSON ASSOCIATES LIMITED PARTNERSHIP, corporation not qualified in
Florida.

File date: December 22, 2000, effective December 31, 2000

Corporate Specialist: Michelle Hodges

00 DEC 22 PM 12:10

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DIVISION OF CORPORATIONS

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:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>BERSON FAMILY LIMITED PARTNERSHIP, LTD.</u> <u>5292 Stonybrook Drive</u> <u>Boynton Beach, FL 33437</u>	<u>FL</u>	<u>Limited Partnership</u>
Florida Document/Registration Number: <u>A97000000590</u>		FEI Number: <u>65-0745904</u>
2. <u>BERSON ASSOCIATES LIMITED PARTNERSHIP</u> <u>1095 Commonwealth Avenue</u> <u>Newton, MA 02460</u>	<u>MA</u>	<u>Limited Partnership</u>
Florida Document/Registration Number: <u>N/A</u>		FEI Number: <u>Applied For</u>
3. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 DEC 22 PM 12:10

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>
BERSON ASSOCIATES LIMITED PARTNERSHIP 1095 Commonwealth Avenue Newton, MA 02460	MA	Limited Partnership
Florida Document/Registration Number: N/A		FEI Number: Applied For

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

OR

December 31, 2000

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

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:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

BERSON FAMILY LIMITED
PARTNERSHIP, LTD.

Sam L. Benson 12/21/00

Anne A. Berson, Trustee of
Anne A. Berson Revocable Trust, GP

BERSON ASSOCIATES LIMITED
PARTNERSHIP

David L. Person 12/21/00

Anne A. Berson, Trustee of _____
 Anne A. Berson Revocable Trust, GP

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
BERSON FAMILY LIMITED PARTNERSHIP, LTD.	FL
BERSON ASSOCIATES LIMITED PARTNERSHIP	MA

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
BERSON ASSOCIATES LIMITED PARTNERSHIP	MA

THIRD: The terms and conditions of the merger are as follows:

See Attached Statement

(Attach additional sheet(s) if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

The merged party will have the same interest in the surviving party.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

The merged party will have the same rights to acquire in the surviving party.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

<u>Name(s) and Address(es) of General Partner(s)</u>	<u>If General Partner is a Non-Individual, Florida Document/Registration Number</u>
Anne A. Berson, Trustee of Anne A. Berson Revocable Trust 5292 Stonybrook Drive Boynton Beach, FL 33437	
Frank Berson, Trustee of Frank Berson Revocable Trust 5292 Stonybrook Drive Boynton Beach, FL 33437	

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

N/A

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

See attached Statement

EIGHTH: Other provisions, if any, relating to the merger:

See attached Statement.

(Attach additional sheet(s) if necessary)

TERMS & CONDITIONS OF PLAN AND AGREEMENT OF MERGER

I. Names of the Limited Partnerships Proposing to Merge and the Name of the Surviving Limited Partnership

The names of the Limited Partnerships to merge are BERSON ASSOCIATES LIMITED PARTNERSHIP and BERSON FAMILY LIMITED PARTNERSHIP, LTD. As specified in this Agreement, BERSON FAMILY LIMITED PARTNERSHIP, LTD shall be merged with and into BERSON ASSOCIATES LIMITED PARTNERSHIP (hereinafter referred to as the "Surviving Limited Partnership").

II. Purposes of the Surviving Limited Partnership

The purposes of the Surviving Limited Partnership shall be the purpose clause as set forth in the Limited Partnership Agreement of BERSON ASSOCIATES LIMITED PARTNERSHIP, effective as of the end of business on December 31, 2000. Said purpose clause being substantially the same as the purpose clause of BERSON FAMILY LIMITED PARTNERSHIP, LTD.

III. Partners of the Surviving Limited Partnership

The Partners of the Surviving Limited Partnership shall have such rights as are specified in the Limited Partnership Agreement of the Surviving Limited Partnership ("the Limited Partnership Agreement") which are the same as the rights of the Partners of the non-surviving Limited Partnership

IV. Other Lawful Provisions

Other lawful provisions for the conduct or regulation of the business and affairs of the Surviving Limited Partnership, for its voluntary dissolution or for limiting, defining or regulating the powers of the Surviving Limited Partnership or of its Partners, shall be as stated in the Limited Partnership Agreement, as such Limited Partnership Agreement may be amended from time to time.

V. Adoption by Partners of the Constituent Limited Partnerships

This Plan and Agreement of Merger will, prior to the effective date of the merger, be submitted, adopted and approved by the Partners of BERSON ASSOCIATES LIMITED PARTNERSHIP and BERSON FAMILY LIMITED PARTNERSHIP, LTD., in the manner prescribed by the respective laws of the State of Florida and Commonwealth of Massachusetts, and in accordance with the respective Limited Partnership Agreements of BERSON ASSOCIATES LIMITED PARTNERSHIP and BERSON FAMILY LIMITED PARTNERSHIP, LTD, as evidenced by the signatures of the all of the Partners on this Plan and Agreement of Merger.

VI. Effective Date of the Merger

Promptly after the Partners of the Limited Partnerships approve this Plan and Agreement of Merger, a Certificate of Merger consistent herewith shall be executed by the constituent Limited Partnerships and filed with the Secretary of State of the State of Florida and the Commonwealth of Massachusetts in the manner prescribed by the respective state statutes. The Certificate of Merger shall state that the Merger will be effective on December 31, 2000 ("the Effective Date").

VII. Other Terms and Conditions of Merger

7.1 As of the Effective Date, the principal office address of the Surviving Limited Partnership shall be 1095 Commonwealth Avenue, Newton, MA 02460, and the resident agent for the Surviving Limited Partnership shall be Jane E. Moss, 1 Knollwood Drive, Worcester, MA 01609.

7.2 As of the Effective Date, all of the estate, property, rights, privileges, and powers of BERSON FAMILY LIMITED PARTNERSHIP, LTD. and all of its property, real, personal and mixed, and all of the debts due on whatever account to it as of such date shall be transferred to and vested in the Surviving Limited Partnership without further act or deed and shall be thereafter the property of the Surviving Limited Partnership.

7.4 On the Effective Date, rights of creditors of BERSON FAMILY LIMITED PARTNERSHIP, LTD. and all liens upon any property held by BERSON FAMILY LIMITED PARTNERSHIP, LTD. as of such date shall be preserved unimpaired; and all debts, liabilities obligations and duties of BERSON FAMILY LIMITED PARTNERSHIP, LTD. shall thenceforth attach to the Surviving Limited Partnership and may be enforced against it to the same extent as if its debts, liabilities, obligations and duties had been originally incurred or contracted by it.

7.5 The Surviving Limited Partnership will furnish without charge a copy of this Plan and Agreement of Merger to any person who was a Partner of either of the constituent Limited Partnerships immediately prior to the Effective Date, upon written request addressed to the General Partners of the Surviving Limited Partnership at its principal office.

VIII. Execution of Documents

8.1 The General Partners of BERSON ASSOCIATES LIMITED PARTNERSHIP each shall be and hereby are empowered to execute all documents, and to perform all acts incidental to or necessary for the carrying out of this Plan and Agreement of Merger to the fullest extent.

8.2 The General Partner of BERSON FAMILY LIMITED PARTNERSHIP, LTD. each shall be and hereby are empowered to execute all documents, and to perform all acts incidental to or necessary for the carrying out of this Plan and Agreement of Merger to the fullest extent.

IX. Abandonment

The Merger may be abandoned prior to the filing of the Articles of Merger, if abandonment is determined to be necessary by the affirmative vote of the General Partners of BERSON ASSOCIATES LIMITED PARTNERSHIP.