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Florida Department of State
Division of Corporations
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12/6 merge

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Division of Corporations
Fax Number : (850)205-0380

From:

Account Name : GREENBERG TRAUIG (WEST PALM BEACH)
Account Number : 075201001473
Phone : (561)650-7900
Fax Number : (561)655-6222

A06-910 (merging)
F06-7002 (Surviving)

MERGER OR SHARE EXCHANGE

Arlington Northwoods Apartments, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$96.25

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DIVISION OF CORPORATIONS

SECRETARY OF STATE
TALLAHASSEE FLORIDA

06 DEC -6 AM 9:57

F06-7002

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STATE OF FLORIDA
ARTICLES OF MERGER
by and between

Protea Northwoods Apartments, LP, a Florida limited partnership
and
Arlington Northwoods Apartments, Inc., a Maryland corporation

The following Articles of Merger are being submitted in accordance with Section 620.2108, Florida Statutes.

FIRST: The name, principal address, jurisdiction and entity type of the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Protea Northwoods Apartments, LP c/o Sentinel Real Estate Corporation 1251 Avenue of the Americas 35 th Floor New York, NY 10020	Florida	Limited Partnership Florida Document #A060000000910

 SECRETARY OF STATE
 FALL GASSER, FLORIDA

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FILED

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Arlington Northwoods Apartments, Inc. 2nd Floor 836 Park Avenue Baltimore, MD 21201	Maryland <i>File-7002</i>	Corporation MD Dept. of Assessments & Taxation ID #D11569340

THIRD: The attached Agreement and Plan of Merger was approved by both the domestic limited partnership and foreign corporation that are parties to the merger.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the partnership agreement of the limited partnership or the bylaws of the Corporation that is a party to the merger.

FIFTH: The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State and the Certificate of Merger is filed with the Maryland Department of Assessments and Taxation.

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SIXTH: The Articles of Merger comply with and were executed in accordance with the laws of the state of Florida. The Certificate of Merger complies with and was executed in accordance with the laws of the state of Maryland.

SIGNATURES APPEAR ON FOLLOWING PAGE

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SEVENTH: Signature(s) for each party.

PROTEA NORTHWOODS APARTMENTS,
LP, a Florida limited partnership

By: Protea Northwoods, Inc., a Florida
corporation, General Partner

By: 

Leland Roth,
Treasurer

ARLINGTON NORTHWOODS
APARTMENTS, INC., a Maryland corporation

By: 

George Kieffer,
Vice President

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AGREEMENT AND PLAN OF MERGER

5th **THIS AGREEMENT AND PLAN OF MERGER** is made and entered into as of the day of December, 2006, by and between PROTEA NORTHWOODS APARTMENTS, LP, a Florida limited partnership (hereinafter sometimes referred to as the "Merged LP"), and ARLINGTON NORTHWOODS APARTMENTS, INC., a Maryland corporation (the "Surviving Corporation"). The Merged LP and the Surviving Corporation are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged LP merge into the Surviving Corporation in a manner which conforms to Section 620.201, Florida Statutes and Section 3568(19) Maryland Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged LP shall merge into the Surviving Corporation in accordance with the laws of the State of Florida and the State of Maryland.

2. **Effective Date.** The Merger shall be effective as of the date the Certificate of Merger is filed with the Maryland Department of Assessments and Taxation and the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. **Rights of the Surviving Limited Liability Limited Partnership.** Upon the Effective Date: (a) the Merged LP and the Surviving Corporation shall become a single corporation and the separate existence of the Merged LP shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged LP which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged LP, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged LP shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged LP shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability limited partnership acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their general partners, limited partners, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the

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Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

4. Articles of Incorporation, Bylaws and Officers and Directors of Surviving Corporation. Upon the Effective Date: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the Bylaws of the Surviving Corporation shall continue as the Bylaws of the Surviving corporation until amended in the manner provided by law; and (c) the officers and directors of the Surviving corporation shall remain the officers and directors of the Surviving Corporation.

5. Conversion of Partnership Interests. At the Effective Time, the partnership interests of the General Partner and Limited Partner of the Merged LP shall, by virtue of the Merger and without any action on the part of the Merged LP or the General and Limited Partner thereof, cease to exist. The issued Common Stock of the Surviving Corporation shall not be converted in any manner. The shares of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time will remain issued and outstanding from and after the Effective Time.

6. Appointment of Agent for Service of Process. The Merged LP and the Surviving Corporation appoint NRAI Services, Inc, whose address is 2731 Executive Park Drive, Suite 4, Weston, FL 33331 and appoint National Registered Agents, Inc. of Maryland, whose address is 836 Park Avenue, 2nd Floor, Baltimore, MD 20201, to accept service of process for any legal action in Florida or Maryland against either of the Constituent Entities, with a copy of such process to be mailed to Jeffrey R. Dwyer, Esq., c/o Greenberg Traurig, P.A., 800 Connecticut Avenue, N.W., Suite 500, Washington, DC 20006.

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MERGING LIMITED PARTNERSHIP:

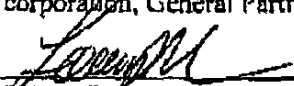
SURVIVING CORPORATION:

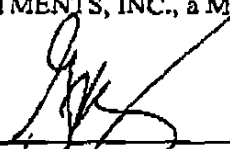
PROTEA NORTHWOODS APARTMENTS, LP

ARLINGTON NORTHWOODS

APARTMENTS, INC., a Maryland corporation

By: Protea Northwoods, Inc., a Florida
corporation, General Partner

By: 
Leland Roth,
Treasurer

By: 
George Ciesjen,
Vice President

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