

Division of Corporations

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**MERGER OR SHARE EXCHANGE****2003 QUAKERTOWN ASSOCIATES, L.P.**

Certificate of Status	0
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*L01-16828**77.50* *QR*

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**ARTICLES OF MERGER**

The following articles of merger are being submitted in accordance with section 608.4382, 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>
2002 Okeechobee Road Associates, L.L.C. 151 Sawgrass Corners Drive, #202 Ponte Vedra Beach, FL 32082	Florida	Limited Liability Company

Florida Document/Registration Number: L01000016828

FBI Number: 22-3788822

**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>
2003 Quakertown Associates, L.P. 15 Maple Avenue Morristown, New Jersey 07960	New Jersey	Limited Partnership

Florida Document/Registration Number: Not qualified in Florida

FBI Number: 320-68947

**THIRD:** The attached Plan of Merger meets the requirements of section 608.438, Florida Statutes, and was approved by the domestic limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.

**FOURTH:** The attached Plan of Merger was approved by the other business entity that is a party to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** 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

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enforce any obligation or rights of any dissenting member of the domestic limited liability company that is a party to the merger.

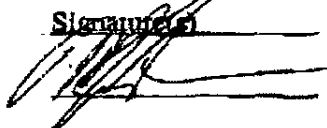
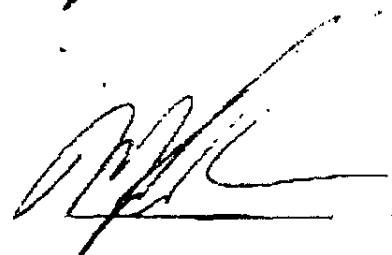
**SIXTH:** The surviving entity agrees to pay the dissenting member of the domestic limited liability company that is a party to the merger the amount, if any, to which they are entitled under section 608.4384, Florida Statutes.

**SEVENTH:** 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.

**EIGHTH:** The merger shall become effective as of the date on which a Certificate of Merger is filed with the Secretary of State of the State of New Jersey and those Articles of Merger are filed with the Florida Department of State.

**NINTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

**TENTH: SIGNATURE(S) FOR EACH PARTY:**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
2002 Okeechobee Road Associates, L.L.C.		MARK S. ROSEN, V.P. on behalf of The Hampshire Fund II, LLC, the Managing Member of The Hampshire 2001 Fund LLC, the sole Member and Manager of 2002 Okeechobee Road Associates, L.L.C.
2003 Quakertown Associates, L.P.		MARK S. ROSEN, V.P. on behalf of The Hampshire Fund II, LLC, the General Partner of 2003 Quakertown Associates, L.P.

## PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section 608.4381, is being submitted in accordance with section 608.438, Florida Statutes.

**FIRST:** The exact name and jurisdiction of the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
2002 Okeechobee Road Associates, L.L.C. (hereafter referred to as "LLC")	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
2003 Quakertown Associates, L.P. (hereafter referred to as "Partnership")	New Jersey

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

1. LLC, a limited liability company wholly owned by The Hampshire 2001 Fund LLC (hereinafter referred to as the "2001 Fund"), shall be merged with and into Partnership, a limited partnership whose general partner is The Hampshire Fund II, LLC (with a 0.10% interest), and whose limited partners are the 2001 Fund (with a 36.83% interest) and The Hampshire '99 Fund LLC (hereinafter referred to as the "'99 Fund") (with a 63.07% interest), with Partnership being the surviving business entity, effective as of the date on which the Certificate of Merger is filed with the Secretary of State of the State of New Jersey and the Articles of Merger are filed with the Florida Department of State (hereinafter referred to as the "Effective Date").

2. The terms and conditions of the merger are as follows:

(a) LLC shall be merged with and into Partnership pursuant to the provisions of Section 42:2A-73, Uniform Limited Partnership Law, of the New Jersey Statutes, and Section 608.4381, Florida Statutes.

(b) Partnership shall be the surviving business entity and the identity, existence, rights, privileges, powers, immunities, purposes and franchises, of a public or a private nature, of Partnership shall continue unaffected and unimpaired by the merger, and the rights, privileges, powers, immunities, purposes and franchises, of a public or a private nature, of LLC, to the extent consistent with Partnership's Certificate of Limited Partnership,

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shall be merged with and into Partnership and Partnership shall, as the surviving business entity, be fully vested therewith and shall thereupon and thereafter be the possessor thereof. The separate existence of LLC shall cease as of the Effective Date.

(c) All property, real, personal and mixed, and all debts due on whatever account, including subscriptions for ownership interests, and all other choses in action, and all and every other interest, of or belonging to or due to Partnership and LLC, respectively, shall be taken and deemed to be transferred to and vested in Partnership as the surviving business entity without further act or deed, and the title to any real estate, or any interest therein, vested in Partnership or LLC shall not revert or be in any way impaired by reason of the merger.

(d) Partnership, as the surviving business entity, shall be responsible and liable for all of the obligations and liabilities of Partnership and LLC, and any claim existing or action or proceeding pending by or against Partnership or LLC may be prosecuted to judgment against each as if the merger had not taken place. Neither the rights of creditors nor any liens upon, or security interests in, the property of Partnership or LLC shall be impaired by the merger.

(e) Partnership's Certificate of Limited Partnership dated, March 19, 2003, and Agreement of Limited Partnership, dated effective as of March 20, 2003, as the same may be amended from time to time, shall become the Certificate of Limited Partnership and the Agreement of Limited Partnership of the surviving business entity and shall thereafter continue to be its Certificate of Limited Partnership and Agreement of Limited Partnership as provided by law, provided, however, that Exhibit A - Schedule of Partners to the Agreement of Limited Partnership shall be amended to reflect the provisions of Item Forth A below, resulting in the following percentage partnership interests:

<u>NAME</u>	<u>PERCENTAGE PARTNERSHIP INTEREST</u>
<u>General Partners:</u>	
The Hampshire Fund II, LLC	0.10%
<u>Limited Partners:</u>	
The Hampshire 2001 Fund LLC	49.95%
The Hampshire '99 Fund LLC	49.95%

(f) LLC represents that (i) all returns and reports (hereafter referred to as "Tax Returns") of or with respect to any Tax (as defined herein) which is required to be filed on or before the Effective Date by or with respect to LLC have been or will be duly

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and timely filed, (ii) all Taxes which have become or will become due with respect to the period covered by each such Tax Return have been or will be timely paid in full, (iii) all withholding Tax requirements imposed on or with respect to LLC have been or will be satisfied in full in all respects, (iv) no penalty, interest or other charge is or will become due with respect to the late filing of any such Tax Return or late payment of any such Tax, (v) except for statutory liens for current Taxes not yet due, no material liens for Taxes exist upon the assets of LLC; and (vi) LLC has not made an election under section 341(f) of the Internal Revenue Code of 1986, as amended. For the purposes of this Agreement, "Tax" or "Taxes" shall mean any and all taxes, charges, fees, levies, assessments, duties or other amounts payable to any federal, state, local or foreign taxing authority or agency, including, without limitation, (x) income, franchise, profits, gross receipts, minimum, alternative minimum, estimated, ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, disability, employment, social security, workers compensation, unemployment compensation, utility, severance, excise, stamp, windfall profits, transfer and gains taxes, (y) customs, duties, imposts, charges, levies or other similar assessments of any kind, and (z) interest, penalties and additions to tax imposed with respect thereto;

(g) LLC and Partnership shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications, or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording, registration and other fees, and any similar taxes which become payable in connection with the transactions contemplated hereby that are required or permitted to be filed on or before the Effective Date.

#### 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:

At the Effective Date, by virtue of the merger provided for hereby, and without any action by LLC or Partnership, (i) all of the outstanding membership interests in LLC, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve, as well as all rights to acquire membership interests in LLC, shall be converted into a 13.12% interest in Partnership, which, when combined with the 2001 Fund's existing ownership interest, will result in the 2001 Fund owning a total of 49.95% interest in Partnership; and (ii) the '99 Fund's interest in Partnership will be converted into a total of a 49.95% interest.

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:

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See Item Fourth A above.

**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:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,  
Document/Registration Number

The Hampshire Fund II, LLC  
15 Maple Avenue  
Morristown, New Jersey 07960

New Jersey limited partnership,  
with a New Jersey Tax Identification  
Number of 22-3788819

**SIXTH:** If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

Not applicable

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

The agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved.

The agreement of merger/consolidation shall be furnished by the surviving business entity, on request and without cost, to any member of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.