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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Vivian Rivers

1/AL

MERGER OR SHARE EXCHANGE

BROOKSHIRE PLAZA, LLC

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$96.25

DEC 20 2002 10:51 AM FR HOLLAND & KNIGHT

TO 28352#95000#3600 P.02



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

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FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
TALLAHASSEE, FLORIDA

December 17, 2002

BROOKSHIRE PLAZA, LLC
301 CLEMATIS STREET
SUITE 3000
WEST PALM BEACH, FL 33401

SUBJECT: BROOKSHIRE PLAZA, LLC
REF: LD2000033516

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The Merger documents must somewhere state the NAMES and ADDRESSES of the MANAGERS or MANAGING MEMBERS of the surviving limited liability company.

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) 245-6914.

Buck Kohr
Corporate Specialist

FAX Aud. #: H02000238061
Letter Number: 802A00066478

ARTICLES OF MERGER
Merger Sheet

MERGING:

BROOKSHIRE PLAZA CORP. A FLORIDA ENTITY

INTO

BROOKSHIRE PLAZA, LLC, a Florida entity, L02000033516

File date: December 20, 2002

Corporate Specialist: Agnes Lunt

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
BROOKSHIRE PLAZA CORP. 343729
INTO
BROOKSHIRE PLAZA, LLC 102-33576**

Pursuant to Sections 607.1109 and 608.4382 of the Florida Statutes, the undersigned hereby certify that:

1. The name and state of formation of each of the merging entities are:

(a) Brookshire Plaza Corp., a corporation organized under the laws of the State of Florida ("Brookshire Plaza Corp."); and

(b) Brookshire Plaza, LLC, a limited liability company organized under the laws of the State of Florida ("Brookshire Plaza, LLC").

2. A Plan and Agreement of Merger (the "Plan") has been approved, adopted, and executed by Brookshire Plaza Corp. and Brookshire Plaza, LLC in accordance with Sections 607.0704, 607.0821, 607.1103, 607.1108, 608.4231, 608.438 and 608.4381 of the Florida Statutes. A copy of the Plan is attached hereto as Exhibit A.

3. Written consent and approval have been given in accordance with the provisions of Sections 607.1103 and 608.4381 of the Florida Statutes, and written notice has been waived as provided in Sections 607.0706 and 608.4381 of the Florida Statutes.

4. The name of the surviving company is Brookshire Plaza, LLC.

5. The Articles of Organization of Brookshire Plaza, LLC shall be the Articles of Organization of the surviving company.

6. The surviving company is a Florida limited liability company.

7. The merger shall be effective on the date of filing of the Articles of Merger.

8. Brookshire Plaza, LLC hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Brookshire Plaza Corp., as well as for the enforcement of any obligation of Brookshire Plaza Corp. arising from the merger, and Brookshire Plaza, LLC hereby appoints Ralf D. Gschwend as its agent to accept service of process in any suit or other proceeding.

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized representatives as of December 11, 2002.

FILE
02 DEC 20
SECRETARY OF
TALLAHASSEE.

BROOKSHIRE PLAZA CORP.

By: 
Ralf D. Gschwend, President

BROOKSHIRE PLAZA, LLC

By: 
Ralf D. Gschwend, Member

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CLERK OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A

**PLAN AND AGREEMENT OF MERGER
BETWEEN
BROOKSHIRE PLAZA CORP.
AND
BROOKSHIRE PLAZA, LLC**

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of December 11, 2002 by and between Brookshire Plaza Corp., a Florida corporation ("Brookshire Plaza Corp."), and Brookshire Plaza, LLC, a Florida limited liability company ("Brookshire Plaza, LLC").

WITNESSETH:

WHEREAS, Brookshire Plaza Corp. is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Brookshire Plaza, LLC is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the laws of the State of Florida permit a merger of a Florida corporation with and into a Florida limited liability company;

WHEREAS, the Board of Directors of Brookshire Plaza Corp. deems it advisable and in the best interests of Brookshire Plaza Corp. and its shareholders that Brookshire Plaza Corp. merge with and into Brookshire Plaza, LLC pursuant to the Florida Statutes;

WHEREAS, the sole member of Brookshire Plaza, LLC deems it advisable and in the best interests of Brookshire Plaza, LLC and its members that Brookshire Plaza Corp. merge with and into Brookshire Plaza, LLC pursuant to the Florida Statutes; and

WHEREAS, Brookshire Plaza Corp. and Brookshire Plaza, LLC have agreed that Brookshire Plaza Corp. shall merge into Brookshire Plaza, LLC upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement, and in order to consummate this transaction described above, Brookshire Plaza Corp. and Brookshire Plaza, LLC agree as follows:

1. Brookshire Plaza Corp. and Brookshire Plaza, LLC agree that Brookshire Plaza Corp. shall be merged with and into Brookshire Plaza, LLC, as a single company, upon the terms and conditions of this Agreement, and that Brookshire Plaza, LLC shall continue under the laws of the State of Florida as the surviving company (the "Surviving Company"), and they further

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agree that the purposes, the registered agent and the address of the registered office of the Surviving Company shall be as appears in the Articles of Organization of Brookshire Plaza, LLC as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the effective date, and until further amended, altered or restated as provided by law, the Articles of Organization, separate and apart from this Agreement, shall be and may be separately certified as the Articles of Organization of the Surviving Company.

2. This Agreement was submitted to the shareholders of Brookshire Plaza Corp. and to the members of Brookshire Plaza, LLC for their consent and approval in accordance with Sections 607.1103 and 608.4381 of the Florida Statutes, and was adopted and approved in accordance with the laws of the state, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.

3. The effective date for all purposes herein of the merger of Brookshire Plaza Corp. with and into Brookshire Plaza, LLC shall be the date of filing of the Articles of Merger (the "Effective Date" of the merger).

4. On the Effective Date, each share of Brookshire Plaza Corp.'s common stock issued and outstanding immediately before the Effective Date, by virtue of the merger and without any action on the part of the holder of a membership interest of Brookshire Plaza, LLC, shall be converted into a portion of the aggregate membership interests in Brookshire Plaza, LLC, expressed as a percentage, equal to the quotient of (i) one divided by (2) the number representing the total number of shares of Brookshire Plaza Corp.'s common stock issued and outstanding as of the Effective Date immediately prior to the consummation of the merger.

5. Brookshire Plaza Corp. and Brookshire Plaza, LLC shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

6. Upon the Effective Date, the transfer books of Brookshire Plaza Corp. shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

7. Prior to and at the Effective Date, Brookshire Plaza Corp. and Brookshire Plaza, LLC shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of Brookshire Plaza Corp., the officers and directors of Brookshire Plaza Corp. shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. At and after the Effective Date, Brookshire Plaza, LLC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, all of the property, real, personal, and mixed, of each of the merging

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CLERK OF DISTRICT COURT
JANUARY 1, 2003
TALLAHASSEE, FLOR.

entities; all debts due to Brookshire Plaza Corp. of whatever account shall be vested in Brookshire Plaza, LLC; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of Brookshire Plaza, LLC, as they were of the respective entities; the title to any real estate vested by deed or otherwise vested in Brookshire Plaza Corp., shall not revert or be in any way impaired, by reason of the merger, but shall be vested in Brookshire Plaza, LLC; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; all debts, liabilities, and duties of each of the merging entities shall thenceforth attach to Brookshire Plaza, LLC and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. Brookshire Plaza, LLC hereby appoints Ralf D. Gschwend as its initial registered agent for service of process in the State of Florida in any proceeding for enforcement of any obligation of Brookshire Plaza, LLC, as well as for any obligation of Brookshire Plaza Corp. arising from, or in connection with, this merger, including any suit or other proceeding to enforce the right of any dissenting shareholder determined pursuant to the provisions of the Florida Statutes.

10. This Agreement embodies the entire agreement between the parties. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

11. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

a. If to Brookshire Plaza Corp. at 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401; or

b. If to Brookshire Plaza, LLC at 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401.

12. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Brookshire Plaza Corp. and Brookshire Plaza, LLC, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

13. The name of the sole managing member of the Surviving Company is Ralf D. Gschwend, and his business address is 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401.

[Signatures set forth on following page.]

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IN WITNESS WHEREOF, Brookshire Plaza Corp. and Brookshire Plaza, LLC, have
signed this Plan and Agreement of Merger on the date first written above.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BROOKSHIRE PLAZA CORP.

By: /s/ Ralf D. Gschwend

Ralf D. Gschwend, President

BROOKSHIRE PLAZA, LLC

By: /s/ Ralf D. Gschwend

Ralf D. Gschwend, President

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