

L03000037540

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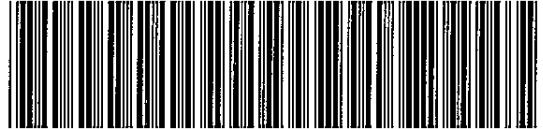
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05 DEC 13 PM 2:05

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TALLAHASSEE, FLORIDA

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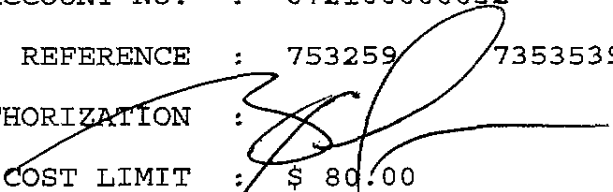
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CORPORATION SERVICE COMPANY

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TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032  
REFERENCE : 753259 7353539  
AUTHORIZATION :   
COST LIMIT : \$ 80.00

ORDER DATE : December 13, 2005  
ORDER TIME : 9:56 AM  
ORDER NO. : 753259-005  
CUSTOMER NO: 7353539

ARTICLES OF MERGER

SOUTH OFFICE BUILDING-BJB,  
LLC

INTO

2000 MAIN STREET ASSOCIATES,  
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Kelly Courtney

EXAMINER'S INITIALS: \_\_\_\_\_

## ARTICLES OF MERGER

EFFECTIVE DATE  
12/15/05

FILED  
05 DEC 13 PM 2:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.438, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<b>SOUTH OFFICE BUILDING-BJB, LLC</b> 600 HAVERFORD ROAD SUITE G101 HAVERFORD, PA 19041	FLORIDA	Limited Liability Company

Florida Document/Registration Number: L03000037540

**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>
<b>2000 MAIN STREET ASSOCIATES, LLC</b> 600 HAVERFORD ROAD SUITE G101 HAVERFORD, PA 19041	DELAWARE	Limited Liability Company

Delaware File Number: 4072803

**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 December 15, 2005, at 12:01 am.

**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:**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
South Office Building -BJB, LLC		Peter A. Mardinly, Authorized Agent By Written Delegation from Sole Member and Manager
2000 Main Street Associates, LLC		Peter A. Mardinly, Authorized Agent By Written Delegation from Sole Member and Manager

*(Attach additional sheet(s) if necessary)*

**PLAN OF MERGER**

**BETWEEN**

**SOUTH OFFICE BUILDING-BJB, LLC**  
**(a single member Florida limited liability company)**

**AND**

**2000 MAIN STREET ASSOCIATES, LLC**  
**(a single member Delaware limited liability company)**

**PLAN OF MERGER ("Plan")**, dated as of the 12<sup>th</sup> day of December, 2005, with respect to **SOUTH OFFICE BUILDING-BJB, LLC** (L03000037540), a single member Florida limited liability company (the "Merging Company"), and **2000 MAIN STREET ASSOCIATES, LLC**, a single member Delaware limited liability company (the "Surviving Company ") (which entities are sometimes hereinafter collectively referred to as the "Constituent Entities").

**BACKGROUND:**

A. The Merging Company owns all of the fee simple interest in a property commonly known as 2000 Main Street, Weston, Broward County, Florida (the "Property") operating the same as 2000 Main Street Associates (a registered fictitious name), and a bank account used to operate the Property.

B. In order to allow for the financing of the Property through a conduit lender which requires a single purpose entity, the Merging Company desires to merge with and into the Surviving Company.

C. The Surviving Company is a newly formed entity (December 9, 2005) which has not engaged in business and has no material assets or liabilities except as may be acquired through this merger.

D. As a result of this merger, the Surviving Company will become the sole owner of the entire fee simple interest in the Property, as well as the fictitious name and the bank account.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree as stated forth herein, incorporating by reference the terms of the Background above as if fully set forth at length herein:

1. Effectiveness. This Plan and the Articles of Merger to be filed with the Florida and Delaware Secretaries of State incorporating this Plan (the "Articles of Merger") shall be effective on December 15, 2005, at 12:01 am. The date determined in accordance with the preceding sentence is referred to hereinafter as the "Effective Date."

2. Effect. On the Effective Date, as defined in Section 1 hereof, the Merging Company shall be merged with and into the Surviving Company, and the separate existence of the Merging Company, except insofar as it may be continued by law, shall cease, all with the effect provided in the laws of the State of Florida. The Surviving Company shall be, and is sometimes hereinafter referred to as, the "Surviving Company." Upon merger of the Merging Company with and into the Surviving Company the Surviving Company shall assume all of the obligations of the Merging Company.

3. Surviving Company Operating Agreement. On and after the Effective Date, the Certificate of Formation of the Surviving Company, filed on December 7, 2005 and effective on December 9, 2005, at 12:01 am, together with the Operating Agreement dated effective as of December 12, 2005, shall be the operative organic documents governing the Surviving Company, until changed as therein set forth and in accordance with applicable law.

4. Member. On and after the Effective Date, until changed in accordance with the Surviving Company's Operating Agreement, the sole member of the Surviving Company shall be Barry J. Belmont.

5. Conversion of Membership Interests. On the Effective Date, the Membership Interest in the Merging Company (the "Membership Interest") outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the membership interest in the Surviving Company and each such Membership Interest shall be thereafter canceled and of no effect and the Surviving Company shall succeed to the ownership of the Property and the bank account relating thereto as above referenced.

6. Surviving Company Interests. The membership interest in the Surviving Company outstanding immediately prior to the Effective Date shall not be converted or exchanged in the Merger.

7. Termination. This Plan may be terminated at any time on or before the Effective Date by written notice of either the Merging Company or the Surviving Company.

8. Further Assurances. If at any time the Surviving Company, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, or record or otherwise, in the Surviving Company its rights, title or interest in, to or under any of the rights, properties or assets of the Merging Company acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan, the Merging Company and its proper members or authorized agents shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise carry out the purposes of this Plan; and the member and authorized agents of the Surviving Company are fully authorized in the name of the Merging Company or otherwise to take any and all such action. Pursuant to Fl. Stat. 608.4382(2) the Surviving Company shall promptly record a certified copy of the Articles of Merger in Broward County, Florida.

9. Representations and Warranties. The Merging Company hereby assigns to the Surviving Company, each representation and warranty made in connection with the acquisition, by Barry J. Belmont, of the membership interest in each Merging Company.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Plan of Merger this as of the date first above written.

**THE UNDERSIGNED BEING EACH OF THE MEMBERS OF THE LIMITED LIABILITY COMPANIES PARTY TO THE MERGER, HEREBY VOTE IN FAVOR OF THE ABOVE PLAN OF MERGER, CONSENT TO THE MERGER AND WAIVE THE REQUIREMENT OF WRITTEN NOTICE AND OF DISSENTER'S RIGHTS PURSUANT TO FL STAT. SECTIONS 608.455 AND 608.4381(3).**

**THE UNDERSIGNED FURTHER DELEGATE THEIR AUTHORITY AS MEMBERS OF EACH LIMITED LIABILITY COMPANY TO PETER A. MARDINLY, ESQUIRE TO EXECUTE AND DELIVER TO THE FLORIDA DEPARTMENT OF STATE THE ARTICLES OF MERGER IMPLEMENTING THIS MERGER PURSUANT TO FL. STAT. SECTION 608.4236, AND TO EXECUTE AND DELIVER ALL OTHER DOCUMENTS NECESSARY OR PROPER TO IMPLEMENT THIS MERGER AND**

