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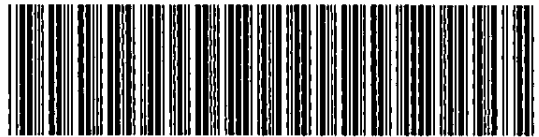
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07 OCT 24 AM 8:44  
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October 24, 2007

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

Central Florida Development LLP into

Central Florida Development Maitland, LLC

**Filing Evidence**

☒ Plain/Confirmation Copy

☐ Certified Copy

**Retrieval Request**

☐ Photocopy

☐ Certified Copy

**Type of Document**

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include  
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

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OCT 24 AM 8:44  
TALLAHASSEE, FLORIDA  
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NEW FILINGS	
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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

**CERTIFICATE OF MERGER  
FOR  
CENTRAL FLORIDA DEVELOPMENT MAITLAND, LLC**

**FILED**  
07 OCT 24 AM 8:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following business entities in accordance with Section 608.4382, *Florida Statutes*:

**Article I**

The exact name, form/entity type and jurisdiction for each merging party are as follows:

GP0000001593

- (a) Central Florida Development, LLP, a Florida limited liability partnership.
- (b) Central Florida Development Maitland, LLC, a Florida limited liability company.

**Article II**

The exact name, form/entity type and jurisdiction of the surviving party to the merger are Central Florida Development Maitland, LLC, a Florida limited liability company.

**Article III**

The attached Agreement and Plan of Merger was approved by Central Florida Development, LLP in accordance with Chapter 620, *Florida Statutes*, and by Central Florida Development Maitland, LLC in accordance with Chapter 608, *Florida Statutes*.

**Article IV**

The effective date of the merger of Central Florida Development, LLP with and into Central Florida Development Maitland, LLC shall be the date of the filing of this Certificate of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger on September 17, 2007.

Central Florida Development, LLP

By: [Signature]  
Alan B. Garfinkel, Partner

Central Florida Development Maitland, LLC

By: [Signature]  
Alan B. Garfinkel, Manager

By: [Signature]  
Francine L. Garfinkel, Partner

By: [Signature]  
Francine L. Garfinkel, Manager

[Signature]  
Notary Public



[Signature]  
Notary Public



## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into on October 23, 2007, by and between CENTRAL FLORIDA DEVELOPMENT MAITLAND, LLC, a Florida limited liability company ("CFDM"), and CENTRAL FLORIDA DEVELOPMENT, LLP, a Florida limited liability partnership ("CFD").

WHEREAS, pursuant to the terms and conditions of this Agreement and in accordance with the provisions of Florida law, CFDM and CFD will enter into a transaction in which CFD will merge with and into CFDM (the "Merger"); and

WHEREAS, all of the partners of CFD have determined that the Merger is consistent with and in furtherance of the long term business strategy of CFD and is fair to, and in the best interests of, CFD and the partners of CFD, and have approved and adopted this Agreement and have approved the Merger and recommended approval and adoption of the Agreement and the Merger by the partners of CFD; and

WHEREAS, all of the managers and members of CFDM have determined that the Merger is consistent with and in furtherance of the long term business strategy of CFDM and is fair to, and in the best interests of, CFDM and the members of CFDM, and have approved and adopted this Agreement and have approved the Merger and recommended approval and adoption of the Agreement and Merger by the members of CFDM.

NOW, THEREFORE, the parties hereby agree as follows:

1. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the requirements of Florida law, CFD shall be merged with and into CFDM. As a result of the Merger, the separate limited liability partnership existence of CFD shall cease and CFDM shall continue as the surviving limited liability company following the Merger.

2. Effective Date of Merger. The effective date of the Merger shall be the date of the filing of the Certificate of Merger with the Florida Department of State. In that regard, as soon as practical following the execution of this Agreement, and approval of the Agreement by the partners of CFD and the members of CFDM, the parties shall cause the Certificate of Merger to be filed with the Florida Department of State.

3. Effect of Merger. Upon the effective date of the Merger as set forth in paragraph 2 above, the following shall occur by operation of law:

(a) CFD shall merge into CFDM and the separate existence of CFD shall cease, and CFDM shall be the surviving entity.

(b) The title to all real estate and other property, or any interest therein, owned by CFD and CFDM shall be vested in CFDM as the surviving entity, without reversion or impairment. Neither the rights of creditors nor any liens upon the property of CFD or CFDM shall be impaired by the Merger.

(c) CFDM, as the surviving entity, shall, from the effective date of the Merger, be responsible and liable for all the liabilities and obligations of CFD.

(d) Any existing claim, action, or proceeding pending by or against CFD or CFDM may be continued as if the Merger did not occur, or CFDM, as the surviving entity, may be substituted in the proceeding for and on behalf of CFD.

4. Conversion of Partnership Interests. As of the effective date of the Merger, all membership interests of CFDM issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger. In addition, as of the effective date of the Merger, each unit of partnership interests of CFD shall be converted into one unit of membership interests of CFDM. In addition, the parties hereby confirm that there are no outstanding rights to acquire the interests of either party.

5. Representation and Warranties of CFD. CFD represents and warrants to CFDM as follows:

(a) CFD is a limited liability partnership duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) CFD has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by CFD and the consummation by CFD of the transactions contemplated herein have been duly and validly authorized and no other partnership proceedings on the part of CFD are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the partners of CFD).

(c) The execution and delivery of this Agreement by CFD does not, and the performance of the transactions contemplated herein by CFD will not, (i) conflict with or violate any partnership documents of CFD, whether or not filed with the Florida Department of State; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to CFD; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which CFD is a party.

6. Representations and Warranties of CFDM. CFDM represents and warrants to CFD as follows:

(a) CFDM is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) CFDM has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by CFDM and the consummation by CFDM of the transactions contemplated herein have been duly and validly authorized and no other limited liability company proceedings on the part of CFDM are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the members of CFDM).

(c) The execution and delivery of this Agreement by CFDM does not, and the performance of the transactions contemplated herein by CFDM will not, (i) conflict with or violate the Articles of Organization or Operating Agreement of CFDM; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to CFDM; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which CFDM is a party.

7. Additional Documents; Further Cooperation. As of the effective date of the Merger and from time to time thereafter, at the request of any party and without further consideration, the other party shall execute and deliver such instruments and take such other action as may reasonably be required to carry out the intent of the parties in effecting the transactions contemplated by this Agreement and the Merger.

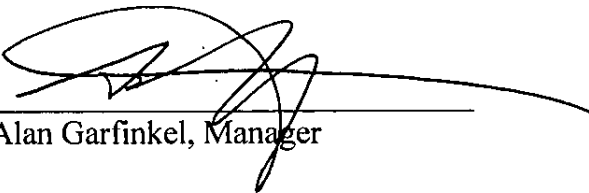
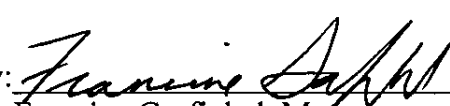
8. Successors and Assigns; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement represents the entire understanding of the parties presently in effect and includes all surviving obligations between them. In addition, the parties agree that any other agreements previously entered into between them with respect to the subject matter hereof are hereby terminated, superseded, and canceled by the execution of this Agreement.

9. Modification; Waiver. This Agreement may be modified only by an amendment in writing signed by the parties, and no provision herein may be waived other than by a written instrument signed by the parties.

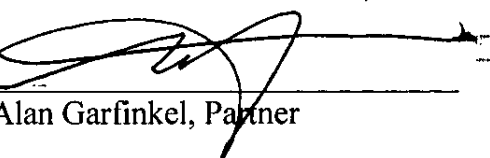
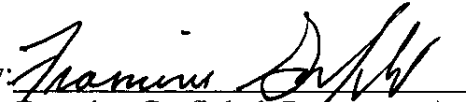
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.


Central Florida Development Maitland, LLC

By:  By:   
Alan Garfinkel, Manager Francine Garfinkel, Manager

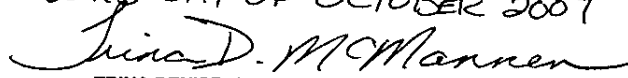
Central Florida Development, LLP

By:  By:   
Alan Garfinkel, Partner Francine Garfinkel, Partner

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THIS 23RD DAY OF OCTOBER 2007

  
TRINA DENISE McMANNEN  
NOTARY PUBLIC-STATE OF FLORIDA  
COMMISSION #DD290187  
EXPIRES 02/12/2008  
BONDED THRU 1-888-NOTARY1

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL THIS 23RD DAY OF OCTOBER 2007

  
TRINA DENISE McMANNEN  
NOTARY PUBLIC-STATE OF FLORIDA  
COMMISSION #DD290187  
EXPIRES 02/12/2008  
BONDED THRU 1-888-NOTARY1