

L05000011405

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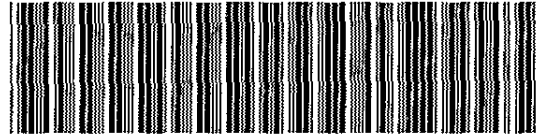
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CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 503594 4326544

AUTHORIZATION :

COST LIMIT : \$ 80

Lyndell

06 OCT -4 AM 8:57
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : October 4, 2006

ORDER TIME : 3:42 PM

ORDER NO. : 503594-005

CUSTOMER NO: 4326544

ARTICLES OF MERGER

PEMBROKE OFFICE CENTRAL, LLC

INTO

PEMBROKE OFFICE NORTH, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____

CERTIFICATE OF MERGER

OF

PEMBROKE OFFICE CENTRAL, LLC
(a Florida limited liability company)

WITH AND INTO

PEMBROKE OFFICE NORTH, LLC
(a Florida limited liability company)

FILED
06 OCT -4 AM 8:57
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TALLAHASSEE, FLORIDA

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Pursuant to the provisions of Section 608.4382 of the Florida Statutes, the undersigned hereby state that:

1. Pembroke Office Central, LLC, a Florida limited liability company ("Central"), shall be merged with and into Pembroke Office North, LLC, a Florida limited liability company ("North"), and North shall be the surviving company ("Surviving Company"), (such merger hereinafter referred to as the "Merger").

2. The Merger shall become effective on the day that these Articles of Merger have been filed with the Secretary of State of Florida.

3. The Articles of Organization of North as in effect on the Effective Date shall remain in effect and be the Articles of Organization of the Surviving Company.

4. The Plan of Merger dated as of October 3, 2006, pursuant to which the Merger shall be accomplished was approved, adopted and executed in accordance with the Florida Limited Liability Act by Central and North. A copy of the Plan of Merger is attached.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of Central and North by their Managers.

Pembroke Office Central, LLC, a Florida limited liability company

By: _____
James Carr, Manager

Pembroke Office North, LLC, a Florida limited liability company

By: _____
James Carr, Manager

PLAN OF MERGER
OF
PEMBROKE OFFICE CENTRAL, LLC
(a Florida limited liability company)
WITH AND INTO
PEMBROKE OFFICE NORTH, LLC
(a Florida limited liability company)

This Plan of Merger dated as of October 3, 2006, is made by and between Pembroke Office Central, LLC, a Florida limited liability ("Central"), and Pembroke Office North, LLC, a Florida limited liability company ("North" or the "Surviving Company").

RECITALS

WHEREAS, the members of Central and the members of North are identical;

WHEREAS, all the Members of Central have approved the merger of Central with and into North;

WHEREAS, all the Members of North have approved the merger of Central with and into North; and

WHEREAS, in accordance with this Plan of Merger, Central shall be merged with and into North (the "Merger") and, incident to the Merger, all the membership interests of Central shall be cancelled. Each of the parties hereto wishes to set forth in this Plan of Merger the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner and basis of transferring all assets and properties of every description and wherever located of Central and its rights, privileges, immunities, powers, franchises and authority, public as well as private, and such other terms and conditions as may be required or desired and permitted. All of the members of Central and all the members of North deem the Merger desirable and in the best interests of its members.

AGREEMENT

In consideration of the mutual covenants set forth in this Plan of Merger, the parties agree as follows:

1. On the Effective Date (as defined in paragraph 6 below), in accordance with the provisions of this Plan of Merger and the provisions of the Florida Limited Liability Company Act, Central shall be merged with and into North, which shall be the Surviving Company, and the separate existence of Central shall cease. North, as the Surviving Company, shall possess and retain every interest in all assets and properties of every description and wherever located of Central. The rights, privileges, immunities, powers, franchises and authority, public as well as private, of Central shall be vested in the Surviving Company without further act by operation of law. All obligations due to Central shall be vested in the Surviving

Company without further act. The Surviving Company shall be liable for all of the obligations of Central existing as of the Effective Date.

2. The Articles of Organization of North as in effect on the Effective Date shall remain in effect and be the Articles of Organization of the Surviving Company.

3. The Amended and Restated Operating Agreement of North as in effect on the Effective Date shall remain in effect and be the Operating Agreement of the Surviving Company.

4. The Manager of North at the Effective Date shall be the Manager of the Surviving Company, until his successor shall have been elected or appointed, as the case may be, and, duly qualified.

5. On the Effective Date, by virtue of the Merger and without any further act, the membership interests of Central shall be cancelled.

6. The Merger shall become effective on the day that the Certificate of Merger for the Merger has been filed with the Secretary of State of Florida (the "Effective Date").

7. The Managers of Central and of the Surviving Company, respectively, are duly authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger.

[Signatures on Next Page]

IN WITNESS WHEREOF, Central and North have caused this Plan of Merger to be signed in their names by their respective Managers as of the day and year first above written.

Pembroke Office Central, LLC, a Florida limited liability company

By: _____
James Carr, Manager

Pembroke Office North, LLC, a Florida limited liability company

By: _____
James Carr, Manager