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MERGER OR SHARE EXCHANGE

hahn development, l.l.c.

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July 24, 2006

HAHN BUILDING, L.L.C.
PO BOX 13351
MIAMI, FL 33101

SUBJECT: HAHN BUILDING, L.L.C.
REF: L01000014210



FLORIDA DEPARTMENT OF STATE
Division of Corporations

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ARTICLES OF MERGER
OF
HAHN BUILDING, L.L.C. L01-14210
INTO
HAHN DEVELOPMENT COMPANY, L.L.C. L05-27343

THE UNDERSIGNED, as duly authorized representatives of Hahn Building, L.L.C., a Florida limited liability company ("Hahn Building"), and Hahn Development Company, L.L.C., a Florida limited liability company ("Hahn Development"), and for the purpose of complying with the provisions of Sections 608.4382 of the Florida Statutes and in order to effectuate the merger of Hahn Building into Hahn Development, with Hahn Development as the surviving entity (the "Surviving Entity"), hereby certify as follows:

FIRST: The name of the Surviving Entity is Hahn Development Company, L.L.C., and the jurisdiction of its organization is the State of Florida, the law of which permits this merger. Its principal place of business is 140 N.E. 1st Avenue, Miami, Florida.

SECOND: The name and place of organization of the entity being merged into the Surviving Entity is Hahn Building, L.L.C., a limited liability company organized in the jurisdiction of the State of Florida, the law of which permit this merger. Its principal place of business is 17 East Flagler Street, Suite 111, Miami, Florida 33131.

THIRD: An agreement of plan of merger that meets all the requirements of Sections 608.438 of the Florida Statutes was adopted by each entity that is a party to this merger and is attached hereto as Exhibit A.

FOURTH: The agreement of plan of merger was approved by the Managing Member and all of the Members of Hahn Building as of July 1, 2006 in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

FIFTH: The agreement of plan of merger was approved by the Managing Member and all of the Members of Hahn Development as of July 1, 2006 in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

SIXTH: The merger of Hahn Building into Hahn Development shall be effective on July 26, 2006 at 11:59 p.m. (EST).

[Signature blocks appear on the following page]

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the undersigned have executed this document as of
the 1st day of July, 2006.

HAHN BUILDING, L.L.C.

By: 

Name: Jeff Sherman
Its: Managing Member

HAHN DEVELOPMENT
COMPANY, L.L.C.

By: 

Name: Jeff Sherman
Its: Managing Member

Exhibit A
Agreement and Plan of Merger



**AGREEMENT AND PLAN OF MERGER
OF
HAHN BUILDING, L.L.C.
INTO
HAHN DEVELOPMENT COMPANY, L.L.C.**

This Agreement and Plan of Merger ("Merger Agreement") is entered into as of the 1st day of July, 2006 by and between Hahn Building, L.L.C., a Florida limited liability company ("Hahn Building"), and Hahn Development Company, L.L.C., a Florida corporation ("Hahn Development").

RECITALS

WHEREAS, Hahn Building is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, Hahn Development Company is a limited liability company duly organized and existing under the laws of the State of Florida; and

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

WHEREAS, the Managing Member and all of the Members of Hahn Building deem it advisable and in the best interest of Hahn Building and its Members that Hahn Building merge with and into Hahn Development pursuant to the Florida Statutes (the "Merger"); and


WHEREAS, the Board of Directors and all of the Members of Hahn Development deem it advisable and in the best interests of Hahn Development and all of its Members that Hahn Building merge with and into Hahn Development pursuant to the Florida Statutes; and

WHEREAS, the Managing Member and all of the Members of Hahn Building and the Managing Member and all of the Members of Hahn Development, by resolutions duly adopted, have approved of the Merger upon the terms and conditions of this Merger Agreement and directed that Hahn Building merge with and into Hahn Development upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes.

In consideration of the premises and the terms and conditions set forth in this Merger Agreement, the parties agree as follows:

AGREEMENT

1. **Merger of Hahn Building and Hahn Development; Effect of Merger.** Pursuant to the laws of the State of Florida, and subject to and in accordance with the



terms and conditions of this merger Agreement, Hahn Building and Hahn Development shall merge. The Merger shall be effective on July 26th 2006 ("Effective Date"). On the Effective Date, Hahn Building and Hahn Development shall be merged in the manner and with the effect provided by Sections 608.4383 of the Florida Statutes. The separate existence of Hahn Building shall cease and Hahn Development shall be the surviving entity (the "Surviving Entity").

2. **Cancellation of Hahn Building Membership Certificates.** On the Effective Date, One Hundred percent (100%) of the membership interests in Hahn Building shall be cancelled in consideration for payments equal to Three Million Two Hundred and Sixty Thousand and no/100 DOLLARS (\$3,260,000.00) (the "Principal Balance") to be paid as follows:

a. Interests shall not be charged on the principal balance.

b. Principal shall be due and payable upon the closing of a Condominium Unit by Hahn Development upon conversion of the office units located at 140 N.E. 1st Avenue, Miami, Florida (the "Condominium Closing"), until Hahn Building has received the total amount of principal under this Agreement and Plan of Merger. The amount due at the time of the sale of a Condominium shall be all of Hahn Development's net sale proceeds, which shall be determined by Hahn Development's delivery of the following to Hahn Building within two (2) business days of each Condominium Closing: (i) executed third party purchase agreement between Hahn Development and the Third Party Purchaser, (ii) copy of fully executed closing statement issued with respect to the Condominium Closing which reflects, among other things, payment to SunTrust Bank required to obtain a partial release of mortgage with respect to the Condominium Unit being sold, and (iii) the funds received with respect to the Condominium Closing. The entire unpaid principal amount hereof and all other amounts payable hereunder, shall be due and payable on June 30, 2007 (the "Maturity Date").

3. **Successors and Assigns.** This Merger Agreement shall inure to the benefit of and be binding upon the successors and assigns of each party.

4. **Amendment and Waiver.** No supplemental, modification or amendment of or waiver with respect to, this Merger Agreement shall be binding unless executed in writing.

5. **Headings.** The headings in this Merger Agreement are solely for convenience of reference and shall not limit or otherwise affect the meaning of this Merger Agreement.

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6. **Severability and Conflicts.** If one or more of the provisions of this Merger Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and any application thereof will in no way be affected or impaired.

7. **Entire Agreement.** This Merger Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

The parties have executed this Merger Agreement as of the date first set forth above.

HAHN BUILDING, L.L.C.

By: 
Name: Jeff Sherman
Its: Managing Member

HAHN DEVELOPMENT COMPANY, L.L.C.

By: 
Name: Jeff Sherman
Its: Managing Member

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