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CONFIDENTIAL



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 904632 7509224

AUTHORIZATION :

COST LIMIT : \$ 80.00

ORDER DATE : March 7, 2006

ORDER TIME : 9:54 AM

ORDER NO. : 904632-005

CUSTOMER NO: 7509224

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2006 MAR -7 PM 2:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

HESS PROPERTIES II, LLC

INTO

BAY ESPLANADE PROPERTIES,
LLC

*File
157P*

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
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CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
OF
HESS PROPERTIES II, LLC ("Acquired Company")
INTO
BAY ESPLANADE PROPERTIES, LLC ("Surviving Company")**

The following Certificate of Merger is submitted in accordance with Florida Statute 608.4382.

First: The name and jurisdiction of the Surviving Company:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
Bay Esplanade Properties, LLC	Florida	L05000036151

Second: The name and jurisdiction of the Acquired Company:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
Hess Properties II, LLC	Florida	L04000076365

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Certificate of Merger is filed with the Florida Department of State.

Fifth: Adoption of merger by the Surviving Company.


The Plan of Merger was adopted unanimously by the members of the Surviving Company on the 1ST day of MARCH, 2006.

Sixth: Adoption of merger by the Acquired Company.

The Plan of Merger was unanimously adopted by the members of the Acquired Company on the 1ST day of MARCH, 2006.

Seventh: Signatures for each company.

Surviving Company
BAY ESPLANADE PROPERTIES, LLC

By: 
Stephen T. Hess, Managing Member

(Company Seal)

Acquired Company
HESS PROPERTIES II, LLC

By: 
Stephen T. Hess, Managing Member

(Company Seal)

PLAN OF MERGER

THIS PLAN OF MERGER dated this 6TH day of MARCH, 2006 pursuant to Florida Chapters 608.438, 608.4381 through 608.4383, of the general laws of the State of Florida, between **HESS PROPERTIES II, LLC**, a Florida limited liability company, hereinafter referred to as the "Acquired Company" and **BAY ESPLANADE PROPERTIES, LLC**, a Florida limited liability company, hereinafter referred to as the "Surviving Company".

WITNESSETH:

WHEREAS, the two (2) constituent companies desire to enter into this Plan of Merger for the purpose of merging them into one of such companies; and

WHEREAS, the Acquired Company, by its Certificate of Organization which was filed in the offices of the Secretary of State, State of Florida, on the 21st day of October, 2004, is a member-managed company with one hundred (100%) percent of its membership interest being owned by a single member; and

WHEREAS, the Surviving Company by its Certificate of Organization which was filed in the offices of the Secretary of State, State of Florida, on the 13th day of April, 2005, is a member-managed company with one hundred (100%) percent of its membership interest being owned by the same single member; and

WHEREAS, the registered office of the Surviving Company, in the State of Florida, is located at 784 Island Way, Clearwater, Florida 33767-1815, and the name of the registered agent at such address is Stephen T. Hess; and

WHEREAS, the registered office of the Acquired Company, in the State of Florida, is located at 784 Island Way, Clearwater, Florida 33767-1815, and the name of the registered agent at such address is Stephen T. Hess.

NOW, THEREFORE, the companies, parties to this Plan of Merger in consideration of mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. The Acquired Company hereby merges itself into the Surviving Company.
2. The Articles of Organization of the Surviving Company, as heretofore amended, which is in effect on the date of the merger provided for in this Plan of Merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company.

3. The Operating Agreement of the Surviving Company, as heretofore amended, which is in effect on the date of the merger provided for in this Plan of Merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company.

4. The manner of converting the outstanding membership interests of the Acquired Company into membership interests of the Surviving Company shall be as follows:

In that the membership interests of both the Acquired Company and the Surviving Company are one hundred (100%) percent owned by the same member, no exchange, issuance, conversion, or otherwise is necessary as relatively one hundred (100%) percent of the membership interests of both companies are the same. Thus, no new membership interest in respect of the Surviving Company shall be issued in consideration of the retired membership interests of the Acquired Company.

If certificated, after the effective date of the Plan of Merger, each holder of an outstanding certificate representing the membership interests of the Acquired Company shall surrender the same to the Surviving Company, and each such holder shall be entitled upon surrender to receive the membership interests of the Surviving Company on the basis set out above (in this case, no new issuance). Until so surrendered, the outstanding membership interests of the Acquired Company, to be converted as provided herein, may be treated by the Surviving Company, for all purposes as evidencing the ownership of membership interests of the Surviving Company as though said surrender and exchange had taken place, all subject to the terms and conditions of any membership interest restriction agreement, if existing.

5. The Surviving Company being a member-managed company, such member managers shall remain in office as managers..

6. The merger shall become effective upon filing with the Secretary of State of the State of Florida. For accounting purposes, the effective date of the merger shall be simultaneous with filing with the Secretary of State of the State of Florida. The merger contemplated hereunder shall be treated as a pooling of interest and entry shall be made upon the books of the Surviving Company, as of the effective date, of the following:

(a) The assets and liabilities of the Acquired Company are to be transferred to and assumed by the Surviving Company and shall be recorded at the amounts at which they are carried on the books of the Acquired Company immediately prior to the effective date of merger, with appropriate adjustments to reflect a retirement of the organization's membership interests of the Acquired Company.

(b) There shall be credited to the capital account the aggregate amount of paid in capital of all of the membership interests of the Surviving Company resulting from the conversion of the outstanding membership interests of the Acquired Company.

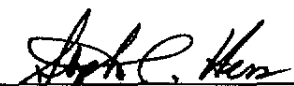
7. Upon the earlier of the merger becoming effective, or the effective date for accounting purposes if earlier, all property and assets of the Acquired Company of every kind and description shall be transferred to and invested in the Surviving Company without further act or deed, and said assets and property shall be effectively the property of the Surviving Company, as they were of the Acquired Company, and the Surviving Company, respectively. The Acquired Company agrees from time to time, and when requested by the Surviving Company, or by its successor or assigns, to execute and deliver or cause to be executed and delivered all such deeds and other instruments and take or cause to be taken such further or other actions as the Surviving Company may deem necessary or desirable in order to vest in and conform to the Surviving Company title to and possession of any property and assets of the Acquired Company, acquired or to be acquired by reason of or as a result of the merger, and otherwise to carry out the intent and purpose hereof and the managing members of the Surviving Company, and further the Acquired Company, are fully authorized in the names of their respective companies to take any and all such actions.

8. The Acquired Company hereby agrees that it may be served with process in the State of Florida, and any proceedings for the enforcement of any obligation of the Acquired Company, and in any proceedings for the enforcement of the rights of a dissenting member of the Acquired Company, and irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such proceedings.

9. The Surviving Company shall assume all of the liabilities of the Acquired Company.


IN WITNESS WHEREOF, the parties to this Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective membership, have caused these presents to be executed by the managing members of each party hereto.

Surviving Company
BAY ESPLANADE PROPERTIES, LLC

By: 
Stephen T. Hess, Managing Member

(Company Seal)

Acquired Company
HESS PROPERTIES II, LLC

By: 
Stephen T. Hess, Managing Member

(Company Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6TH day of MARCH, 2006, by **STEPHEN T. HESS** as Managing Member of **Bay Esplanade Properties II, LLC**, a Florida limited liability company, on behalf of the company. He is (☒) personally known to me or has () produced a Florida driver's license as identification.



Carla Guidry
MY COMMISSION # DD129743 EXPIRES
September 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Carla Guidry
Notary Public, State of Florida
Name: _____
Serial No: _____
Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6TH day of MARCH, 2006, by **STEPHEN T. HESS** as Managing Member of **Hess Properties II, LLC**, a Florida limited liability company, on behalf of the company. He is (☒) personally known to me or has () produced a Florida driver's license as identification.



Carla Guidry
MY COMMISSION # DD129743 EXPIRES
September 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Carla Guidry
Notary Public, State of Florida
Name: _____
Serial No: _____
Commission Expires: _____