

Division of Corporations

**LO5000076189**

Florida Department of State  
Division of Corporations  
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For:

Division of Corporations  
Fax Number : (850) 205-0380

Client Name : STEARNS WEAVER MILLER, ET AL.  
Client Number : 076077002504  
Phone : (305) 789-3200  
Fax Number : (305) 789-3395

**MERGER OR SHARE EXCHANGE**

Falcon Two Liberty Place, L.P.

Certificate of Status	1
Certified Copy	1
Page Count	05
Estimated Charge	\$122.50

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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FF \$77.50  
cc 52.50

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\*\*\* TX REPORT \*\*\*  
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DESTINATION ID  
TX TIME 09/09 11:33  
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Division of Corporations

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## ARTICLES OF MERGER

OF

FALCON TWO LIBERTY PLACE, LLC

WITH AND INTO

FALCON TWO LIBERTY PLACE, L.P.

L05-2689  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act, the undersigned Falcon Two Liberty Place, LLC, a Florida limited liability company ("Falcon Florida"), and Falcon Two Liberty Place, L.P., a Delaware limited partnership ("Falcon Delaware"), adopt the following Articles of Merger.

**FIRST:** The name, street address of its principal office, jurisdiction and entity type of the merging party are Falcon Two Liberty Place, LLC, a Florida limited liability company, 1951 N.W. 19<sup>th</sup> Street, Suite 200, Boca Raton, Florida 33431, Florida Document No. L05000076189.

**SECOND:** The name, street address of its principal office, jurisdiction and entity type of the surviving party are Falcon Two Liberty Place, L.P., a Delaware limited partnership, 1951 N.W. 19<sup>th</sup> Street, Suite 200, Boca Raton, Florida 33431.

**THIRD:** The attached Agreement and Plan of Merger meets the requirements of Section 608.438, Florida Statutes, and was approved by the sole member of Falcon Florida. The Agreement and Plan of Merger was also approved by the general partner of Falcon Delaware in accordance with the Delaware Revised Uniform Limited Partnership Act.

**FOURTH:** Falcon Delaware hereby appoints the Florida Secretary of State as its agent for service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or right of any dissenting member of Falcon Florida.

**FIFTH:** Falcon Delaware agrees to promptly pay the dissenting members of Falcon Florida the amount, if any, to which they are entitled under Section 608.4384.

**SIXTH:** The merger is permitted under the Florida Limited Liability Company Act as to Falcon Florida and the Delaware Revised Uniform Limited Partnership Act as to Falcon Delaware, and is not prohibited by the Operating Agreement of Falcon Florida or the Limited Partnership Agreement of Falcon Delaware.

**SEVENTH:** This merger shall become effective on the later to occur of filing of these Articles of Merger with the Florida Department of State and the filing of the Certificate of Merger relating to this merger with the Delaware Department of State.

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IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 8 day of September, 2005 in accordance with the respective laws of the State of Florida and the State of Delaware.

FALCON TWO LIBERTY PLACE, LLC, a  
Florida limited liability company

By:   
Arthur J. Falcone, President

FALCON TWO LIBERTY PLACE, L.P., a  
Delaware limited partnership

By: Falcon Two Liberty Place GP, LLC,  
a Delaware limited liability  
company, its General partner

By:   
Arthur J. Falcone, President

## EXHIBIT A

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this 8 day of September, 2005 by and between Falcon Two Liberty Place, LLC, a Florida limited liability company (hereinafter referred to as "Falcon Florida"), and Falcon Two Liberty Place, L.P., a Delaware limited partnership (herein after referred to as "Falcon Delaware" or as the "Surviving Entity").

## WITNESSETH:

WHEREAS, Falcon Florida is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, Falcon Delaware is a limited partnership duly organized and existing under and by virtue of the laws of the state of Delaware; and

WHEREAS, pursuant to the duly authorized action of the sole Member and general partner, as applicable, Falcon Florida and Falcon Delaware have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement in accordance with Section 17-211 of the Delaware Revised Uniform Limited Partnership Act and Section 608.4382 of the Florida Limited Liability Company Act.

NOW THEREFORE, in consideration of the mutual premises herein contained, Falcon Florida and Falcon Delaware hereby agree as follows:

1. MERGER. Falcon Florida and Falcon Delaware agree that Falcon Florida shall merge with and into Falcon Delaware, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that Falcon Delaware shall continue under the laws of the state of Delaware as the surviving entity.

2. SURVIVING ENTITY. On and after the effective date of the Merger, (a) Falcon Delaware shall be the surviving entity, and shall continue to exist as a limited partnership under the laws of the State of Delaware, with all of the rights and obligations of such Surviving Entity as are provided by the Delaware Revised Uniform Limited Partnership Act, and (b) Falcon Florida shall cease to exist, and its property shall become the property of Falcon Delaware as the Surviving Entity. The sole general partner of the Surviving Entity is Falcon Two Liberty Place GP, LLC, with a principal business address at 1951 N.W. 19<sup>th</sup> Street, Suite 200, Boca Raton, Florida 33431.

3. TERMS AND CONDITIONS OF MERGER.

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a. Limited Partnership Agreement. The Limited Partnership Agreement of Falcon Delaware shall continue as the Limited Partnership Agreement of the Surviving Entity.

b. Manner of Converting Membership Interest. (a) The membership interest of the sole member of Falcon Florida shall cease and no partnership interest in Falcon Delaware shall be issued in respect thereof; and (b) the general partner and limited partners of Falcon Delaware shall continue to be the general partner and limited partners of the Surviving Entity.

c. Approval. The Merger contemplated by this Agreement has been approved by the general partner of Falcon Delaware and sole member of Falcon Florida. Subsequent to the execution of this Agreement the authorized signatories of Falcon Florida and Falcon Delaware are hereby authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

d. Effective Date of Merger. The Merger shall be effective on the later to occur of the filing by Falcon Delaware of the Certificate of Merger relating to the Merger with the Delaware Department of State and the filing by Falcon Florida of the Articles of Merger relating to the Merger with the Florida Department of State.

4. MISCELLANEOUS.

a. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware.

b. No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the sole member of Falcon Florida and the partners of Falcon Delaware, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

c. Complete Agreement. This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modifications.

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IN WITNESS WHEREOF, Falcon Florida and Falcon Delaware have caused this Agreement to be executed as of the day and year first above written.

FALCON TWO LIBERTY PLACE, LLC, a  
Florida limited liability company

By:   
Arthur J. Falcone, President

FALCON TWO LIBERTY PLACE, L.P., a  
Delaware limited partnership

By: Falcon Two Liberty Place GP, LLC,  
a Delaware limited liability company  
its General partner

By:   
Arthur J. Falcone, President

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