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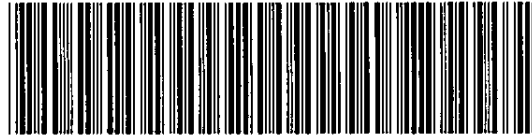
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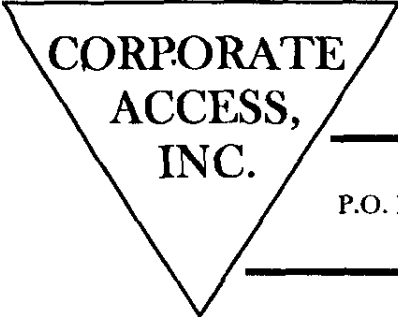
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Certificate of Merger

1. Piancone Florida Realty, LLC
(CORPORATE NAME AND DOCUMENT #)
2. _____
(CORPORATE NAME AND DOCUMENT #)
3. _____
(CORPORATE NAME AND DOCUMENT #)
4. _____
(CORPORATE NAME AND DOCUMENT #)
5. _____
(CORPORATE NAME AND DOCUMENT #)
6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

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**CERTIFICATE AND ARTICLES OF MERGER
PIANCONE TEXAS REALTY, LLC
a Texas Limited Liability Company,
with and into
PIANCONE FLORIDA REALTY, LLC,
a Florida Limited Liability Company**

Pursuant to Chapter 10, Section 10.001 of the Texas Business Organizations Code as amended (the "Texas Business Code"), and Section 608.438 of the Florida Limited Liability Florida LLC Act (the "Florida LLC Act"), Piancone Texas Realty, LLC, a Limited Liability Company organized under the laws of the State of Texas (the "Texas LLC"), and Piancone Florida Realty, LLC, a Limited Liability Company organized under the laws of the State of Florida (the "Florida LLC"), hereby adopt the following Certificate and Articles of Merger for the purpose of merging the Texas LLC with and into the Florida LLC.

1. The Texas LLC shall be merged with and into the Florida LLC, and the Florida LLC shall be the surviving entity of the merger, pursuant to that certain Agreement and Plan of Merger by and between the parties dated as of Nov 15, 2007 (the "Plan of Merger"), and prior to the execution of this certificate.

2. The name of the surviving entity shall be Piancone Florida Realty, LLC.

3. The Plan of Merger was properly approved and adopted by all members of the Texas LLC and duly certified, executed and acknowledged by the Texas LLC in accordance with the Texas Business Code. The Plan of Merger was properly approved and adopted by all of the members of the Florida LLC and duly certified, executed and acknowledged by the Florida LLC in accordance with Section 608.438 of the Florida LLC Act.

4. The merger shall become effective upon the date (the "Effective Date") that is the later of to occur of: (i) the filing of this Certificate and Articles of Merger with the office of the Texas Secretary of State and; (ii) the filing of this Certificate and Articles of Merger with the office of the Florida Secretary of State.

5. After the Plan of Merger, there is to be no change in or amendment to the Certificate of Formation of the Texas LLC or the Articles of Organization of the Florida LLC.

6. All of the members of the Texas LLC and all of the members of the Florida LLC, whether or not entitled to vote, have approved the merger as required by the laws of the State of Texas and the laws of the State of Florida, which approval constitutes adoption.

7. The executed Plan of Merger is on file at the principal place of business of the Florida LLC, the address of which is One Roma Boulevard, Piscataway, New Jersey 08854.

8. A copy of the Plan of Merger will be furnished by the Florida LLC on written request and without cost to any member of the Texas LLC and to any member of the Florida LLC.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Certificate and Articles of Merger has been executed on behalf of the Texas LLC and the Florida LLC by their authorized representatives on Nov 15, 2007 2007.

PIANCONE FLORIDA REALTY. LLC

BY: 

Louis G. Piancone, President

PIANCONE TEXAS REALTY. LLC

BY: 

Louis G. Piancone, Co-Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated as of the 15 day of November, 2007, is made by and between Piancone Texas Realty, LLC, a Limited Liability Company organized under the laws of the State of Texas (the "Texas LLC"), and **Piancone Florida Realty, LLC**, a Limited Liability Company organized under the laws of the State of Florida (the "Florida LLC").

WITNESSETH:

WHEREAS, the parties desire that the Texas LLC be merged with and into the Florida LLC, with the Florida LLC being the surviving entity in accordance with Chapter 10 Section 10.001 of the Texas Business Code, as amended, and Section 608.438 of the Florida Limited Liability Company Act, as amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

1. In accordance with the provisions of this Plan of Merger, Section 10.001 of the Texas Business Code and Section 608.438 of the Florida LLC Act, on the Effective Date (as defined below), the Texas LLC shall simultaneously be merged with and into the Florida LLC (the "Merger"), the separate existence of the Texas LLC shall cease, and the Florida LLC shall continue its existence under the laws of Florida under its present name (the "Surviving Entity"). The Texas LLC and the Florida LLC are collectively referred to herein as the "Constituent Entities." The name and address of the Surviving Entity is:

Piancone Florida Realty, LLC
One Roma Boulevard
Piscataway, New Jersey 08854

2. The Merger shall become effective upon the date (the "Effective Date") of the later to occur of: (i) the filing of the Certificate and Articles of Merger, a copy of which is attached hereto as Exhibit A, with the office of the Texas Secretary of State, and; (ii) the filing of the Certificate and Articles of Merger with the office of the Florida Secretary of State.

3. The Surviving Entity shall possess and retain every interest in all assets and properties of every description, wherever located, of each of the Constituent Entities. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The title to or any interest in any real estate vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Surviving Entity without further act

or deed. The Surviving Entity shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date.

4. At the Effective Date, by virtue of the Merger, and without any action on the part of the parties or otherwise, the rights held by the members of the Texas LLC shall be automatically terminated and extinguished and shall not be converted into any rights to acquire an interest in the Florida LLC.

5. The Articles of Organization filed with Secretary of State of Florida on July 28, 2006 (the "Articles"), and the Operating Agreement of the Florida LLC dated ~~11/11/26~~ 2007 (the "Operating Agreement") shall be the Articles of Organization and Operating Agreement for the Surviving Entity.

6. The Florida LLC acknowledges and represents that it has complied with all applicable provisions under the Florida LLC Act to effectuate the Merger. The Texas LLC acknowledges and represents that it has complied with all applicable provisions under the Texas Business Code to effectuate the Merger.

7. All of the members of the Texas LLC and all of the members of the Florida LLC, whether or not entitled to vote, by their signatures hereon, join in the execution of this Agreement and Plan of Merger to acknowledge their approval of and consent to such plan, which approval constitutes adoption.

8. All of the members of the Texas LLC and all of the members of the Florida LLC may abandon this Plan of Merger, or amend the terms hereof, at any time prior to the Effective Date, in accordance with Section 608.438 of the Florida LLC Act.

IN WITNESS WHEREOF, the parties have executed this Plan of Merger on the date first set forth above.

PIANCONE FLORIDA REALTY. LLC

BY: 

Louis G. Piancone, President

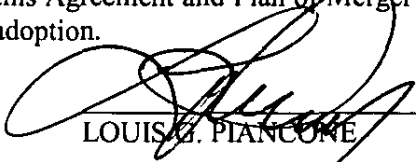
PIANCONE TEXAS REALTY. LLC

BY: 

Louis G. Piancone, Co-Manager

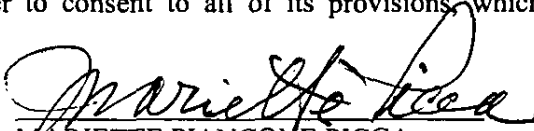
SIGNATURES OF MEMBERS APPEAR ON FOLLOWING PAGE

Louis G. Piancone, owner of 100% of the voting interests of Piancone Florida Realty, LLC, 100% of the voting interests of Piancone Texas Realty, LLC, 99.5% of the non-voting interests of Piancone Florida Realty, LLC and 99.5% of the non-voting interests of Piancone Texas Realty, LLC joins in the execution of this Agreement and Plan of Merger to consent to all of its provisions, which approval constitutes adoption.



LOUIS G. PIANCONE

Mariette Piancone Picca, owner of .5% of the non-voting interests of Piancone Florida Realty, LLC and .5% of the non-voting interests of Piancone Texas Realty, LLC joins in the execution of this Agreement and Plan of Merger to consent to all of its provisions, which approval constitutes adoption.



MARIETTE PIANCONE PICCA