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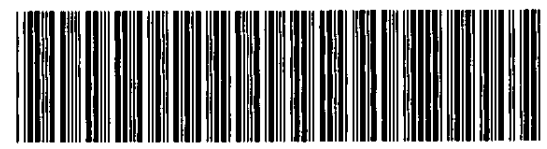
(Business Entity Name)

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Handwritten signature and date: 12/31/02



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 475937 7578406

AUTHORIZATION :

Spudde man

COST LIMIT : \$ 60

ORDER DATE : December 27, 2012

ORDER TIME : 5:05 PM

ORDER NO. : 475937-040

CUSTOMER NO: 7578406

ARTICLES OF MERGER

BAYWAY BUILDING, LLC

INTO

BAYWAY BUILDING, LLC

FILE

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____

FILED
12 DEC 28 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

of

BAYWAY BUILDING CORP.
(a New York business corporation)

With and Into

BAYWAY BUILDING, LLC
(a Florida limited liability company)

It is hereby certified that:

1. The constituent entities participating in the merger herein certified are:
 - a. **BAYWAY BUILDING CORP.**, which is a business corporation formed under the laws of the State of New York on November 28, 1947.
 - b. **BAYWAY BUILDING, LLC**, which is a limited liability company formed under the laws of the State of Florida.
2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with (a) the pertinent provisions of the operating agreement of **BAYWAY BUILDING, LLC**, and (b) the pertinent provisions of Article 9 of the Laws of New York and Chapter 608 of the Florida Limited Liability Company Act.
3. The name of the Surviving Entity in the merger herein certified is "**BAYWAY BUILDING, LLC**," which will continue its existence as said Surviving Entity under its present name upon the effective date of said merger pursuant to the provisions of the Florida Limited Liability Company Act.
4. **BAYWAY BUILDING CORP.**, the Terminating Entity in the State of New York, shall be terminated on the effective date of the merger.
5. The Articles of Organization of **BAYWAY BUILDING, LLC** are now in force and effect and shall continue to be the Articles of Organization of said Surviving Entity until amended and changed pursuant to the provisions of the Florida Limited Liability Company Act.
6. The executed Agreement and Plan of Merger between the aforesaid constituent entities is on file at the principal place of business of the aforesaid Surviving Entity, the address of which is 111 John Street, Suite 312, New York, New York 10038; and a copy of said Agreement and Plan of Merger has been furnished by the Surviving Entity to the Shareholders and Directors of the Terminating Entity and the Members and Managers of the Surviving Entity.

7. The Secretary of State is designated as agent of the LLC upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

8. The Surviving Entity shall not do business in the State of New York until an application for authority has been filed with the Secretary of State of the State of New York.

9. The effective date of the merger shall be the date of filing of this Certificate of Merger with the Secretary of State of the State of New York and the Secretary of State of the State of Florida.

TERMINATING ENTITY:

BAYWAY BUILDING CORP., a New York business corporation

By: *Susan B. Zucker*
SUSAN B. ZUCKER (a/k/a **SUSAN CHAVES ZUCKER**), President

SURVIVING ENTITY:

BAYWAY BUILDING, LLC, a Florida limited liability company

By: **CHAVES FAMILY INVESTMENTS, LLC**, Manager

By: *Herbert H. Chaves*
HERBERT H. CHAVES,
Manager

By: *Jane Chaves*
JANE CHAVES, Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") made and entered into this 17 day of December, 2012 by and between BAYWAY BUILDING CORP., a New York business corporation, with its principal office located at 111 John Street, Suite 312, New York, New York 10038 (hereinafter referred to as the "Terminating Entity"), and BAYWAY BUILDING, LLC, a Florida limited liability company, with its principal office located at 111 John Street, Suite 312, New York, New York 10038 (hereinafter referred to as the "Surviving Entity").

WITNESSETH:

WHEREAS, the Terminating Entity is a business corporation duly organized and existing under and by virtue of the laws of the State of New York; and

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

WHEREAS, pursuant to that duly authorized action by the all of the Shareholders and Directors (the "Shareholders") of the Terminating Entity, and by all of the Members (the "Members") and Manager of the Surviving Entity, the Terminating Entity and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act and Article 9 of New York Business Corporation Law.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Terminating Entity and the Surviving Entity hereby agree as follows:

1. MERGER. Upon the terms and subject to the conditions set forth herein, on the Effective Date the Terminating Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement. The Surviving Entity shall continue its existence under the laws of the State of Florida.

2. EFFECTIVE DATE OF MERGER. The Merger shall be effective immediately upon the filing of the Certificate of Merger with the Secretary of State of the State of New York and the Secretary of State of the State of Florida (the "Effective Date").

3. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.

(a) The Articles of Organization of the Surviving Entity (the "Articles"), upon the Effective Date of the Merger in the jurisdiction of its organization, shall continue to be the Articles of the Surviving Entity, and said Articles shall continue in full force and effect until amended or changed in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

(b) The present Operating Agreement of the Surviving Entity shall continue to be the Operating Agreement of the Surviving Entity and will continue in full force and effect

until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

4. **SURVIVING ENTITY.** On and after the Effective Date of the Merger:

(a) The Surviving Entity shall continue to exist as a limited liability company under the laws of the State of Florida with all of the rights and obligations as are provided by the Florida Limited Liability Company Act.

(b) The separate existence of the Terminating Entity shall cease, and pursuant to the terms and conditions of Section 608.4383(2) of the Florida Limited Liability Company Act and Section 906 of New York Business Corporation Law, its property shall become the property of the Surviving Entity.

(c) The Members of the Surviving Entity upon the Effective Date of the merger in the jurisdiction of its organization shall continue to be the Members of the Surviving Entity in accordance with the Operating Agreement of the Surviving Entity. The names of the Members are as follows:

- (1) SUSAN B. ZUCKER A/K/A SUSAN CHAVES ZUCKER
- (2) KIM CHAVES A/K/A KIM RAND CHAVES
- (3) TRUST F/B/O ALLISON BROOKE CHAVES ULWT MARK A. CHAVES
- (4) TRUST F/B/O EVAN JORDAN CHAVES ULWT MARK A. CHAVES
- (5) JERI LISA ZUCKER TRUST EST. UNDER TRUST AGREEMENT DTD. 11/12/2007
- (6) BRIAN DAVID ZUCKER TRUST EST. UNDER TRUST AGREEMENT DTD. 11/12/2007
- (7) EVAN JORDAN CHAVES TRUST EST. UNDER TRUST AGREEMENT DTD. 11/12/2007
- (8) ALLISON BROOKE CHAVES TRUST EST. UNDER TRUST AGREEMENT DTD. 11/12/2007

(d) The Surviving Entity shall remain a manager-managed limited liability company in accordance with the Operating Agreement of the Surviving Entity. The name and address of the Manager is CHAVES FAMILY INVESTMENTS, LLC, 111 John Street, Suite 312, New York, New York 10038.

(e) The Surviving Entity shall possess all the rights, privileges, immunities, franchises, and powers of the Terminating Entity, and all property, real, personal and mixed, and all debts due to the Terminating Entity, as well as all other choses in action, and every interest of or belonging to or due to the Terminating Entity shall be deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any interest therein vested in the Terminating Entity shall not revert or be in any way impaired by t merger.

(f) The Surviving Entity shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of the Terminating Entity; and any claim existing or action or proceeding pending by or against the Terminating Entity may be prosecuted as if such merger had not taken place, or such Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Terminating Entity shall be impaired by such merger.

5. MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING ENTITY.

(a) The shares of issued and outstanding stock of the Terminating Entity (the "Shares") shall be converted into membership interests (the "Member Interests") in the Surviving Entity, as follows:

The Shares held by each Shareholder of the Terminating Entity immediately prior to the Merger, when expressed as a percentage of the then total issued and outstanding Shares, shall be converted into the same percentage of Member Interests in the Surviving Entity such that the percentage of stock ownership in the Terminating Entity held by each Shareholder immediately prior to the Merger will equal the same percentage of Member Interests in the Surviving Entity held by that (former) Shareholder (and now Member of the Surviving Entity) immediately after the Merger.

(b) The participating percentages of the Shareholders of the Terminating Entity shall, upon the Effective Date of the Merger and without any action by the Shareholders, be identical to the Members in the Surviving Entity. The Members of the Surviving Entity shall be identical to the Shareholders of the Terminating Entity. Therefore, the Member Interests of the Members of the Surviving Entity shall not be changed in any manner and shall be identical with the participating percentages of the Shareholders of the Terminating Entity as of the Effective Date of the Merger.

6. APPROVAL.

(a) The Merger contemplated by this Agreement has previously been submitted to and approved by a majority of the respective Shareholders and Directors of the Terminating Entity and a majority of the Members and the sole Manager of the Surviving Entity. Subsequent to the execution of this Agreement by the duly authorized officers of the Terminating Entity and the Surviving Entity, each such officer shall, and is 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.

(b) This Agreement and Plan of Merger of the Terminating Entity with and into the Surviving Entity has been fully authorized in accordance with the provisions of the New York Business Corporation Law and the Florida Limited Liability Company Act, and in accordance with the Bylaws of the Terminating Entity and the Operating Agreement of the Surviving Entity. The Terminating Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed and/or recorded Certificates of Merger and any other document or

documents prescribed by the laws of the State of New York and the State of Florida, and they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

7. **MISCELLANEOUS.**

(a) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the Shareholders and Directors of the Terminating Entity and the Members and Manager of the Surviving Entity, and no person who is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(b) **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 modification.

IN WITNESS WHEREOF, BAYWAY BUILDING CORP. and BAYWAY BUILDING, LLC have caused this Agreement to be executed by their respective duly authorized officer as of the date first above written.

TERMINATING ENTITY:

BAYWAY BUILDING CORP., a New York business corporation

By: *Susan B. Zucker*
SUSAN B. ZUCKER (a/k/a SUSAN CHAVES ZUCKER), President

SURVIVING ENTITY:

BAYWAY BUILDING, LLC, a Florida limited liability company

By: CHAVES FAMILY INVESTMENTS, LLC, Manager

By: *Herbert H. Chaves*
HERBERT H. CHAVES,
Manager

By: *Jane Chaves*
JANE CHAVES, Manager

**WRITTEN CONSENT OF A MAJORITY OF
THE MEMBERS AND THE SOLE MANAGER
OF**

BAYWAY BUILDING, LLC
(a Florida limited liability company)

The undersigned, being a majority of the Members and the sole Manager of **BAYWAY BUILDING, LLC**, a Florida limited liability company (the "LLC"), do hereby consent in writing to the taking of the following actions in accordance with Chapter 608 of the Florida Limited Liability Company Act:

APPROVAL OF MERGER

RESOLVED, that the form, terms and provisions of the Agreement and Plan of Merger (in the form attached hereto as Exhibit A) to be entered into between the LLC, and **BAYWAY BUILDING CORP.**, a New York business corporation (the "Corporation"), providing for the merger of the Corporation with and into the LLC with the LLC being the survivor of said merger, be and they are hereby approved; and

FURTHER RESOLVED, that the Manager is authorized and directed, for and on behalf of the LLC, to execute and deliver said Agreement and Plan of Merger; and

FURTHER RESOLVED, that the Manager is also authorized and directed, for and on behalf of the LLC, to take all such actions, to execute and deliver all such instruments, and to cause to be filed all such documents, including without limitation the Certificates of Merger with the Secretary of State of the States of New York and Florida, respectively, and to do all such other things necessary or appropriate in connection with the merger of the Corporation with and into the LLC.

Pursuant to Chapter 608 of the Florida Limited Liability Company Act, this Unanimous Written Consent has been duly executed by a majority of the Members and the sole Manager of the LLC as of the 17 day of December, 2012.

CHAVES FAMILY INVESTMENTS, LLC,
Manager

By: 
HERBERT H. CHAVES, Manager

By: 
JANE CHAVES, Manager

Susan B. Zucker
SUSAN B. ZUCKER (a/k/a SUSAN CHAVES
ZUCKER), Member

KIM CHAVES (a/k/a KIM RAND CHAVES),
Member

TRUST F/B/O ALLISON BROOKE CHAVES
ULWT MARK A. CHAVES, Member

By: Herbert H. Chaves
HERBERT H. CHAVES, Trustee

By: Jane Chaves, Jr.
JANE CHAVES, Trustee

TRUST F/B/O EVAN JORDAN CHAVES
ULWT MARK A. CHAVES, Member

By: Herbert H. Chaves
HERBERT H. CHAVES, Trustee

By: Jane Chaves, Jr.
JANE CHAVES, Trustee

JERI LISA ZUCKER TRUST EST. UNDER
TRUST AGREEMENT DTD. 11/12/2007,
Member

By: Susan Chaves Zucker, Trustee
SUSAN CHAVES ZUCKER, Trustee

BRIAN DAVID ZUCKER TRUST EST.
UNDER TRUST AGREEMENT DTD.
11/12/2007, Member

By: Susan Chaves Zucker, Trustee
SUSAN CHAVES ZUCKER, Trustee

EVAN JORDAN CHAVES TRUST EST.
UNDER TRUST AGREEMENT DTD.
11/12/2007, Member

By: Susan Chaves Zucker, Trustee
SUSAN CHAVES ZUCKER, Trustee

ALLISON BROOKE CHAVES TRUST EST.
UNDER TRUST AGREEMENT DTD.

11/12/2007, Member

By:

Susan Chaves Zucker, Trustee

SUSAN CHAVES ZUCKER, Trustee

**WRITTEN CONSENT OF A MAJORITY OF THE
SHAREHOLDERS AND DIRECTORS
of
BAYWAY BUILDING CORP.**

The undersigned, being a majority of the Shareholders and Directors of **BAYWAY BUILDING CORP.**, a New York business corporation (the "Corporation"), do hereby consent and subscribe to the following acts and resolutions:

WHEREAS, for general business purposes, the Corporation desires to merge into a new Florida limited liability company, **BAYWAY BUILDING, LLC** (the "LLC"), pursuant to Section 904-a of the New York Business Corporation Law and Section 608.438 of the Florida Limited Liability Company Act, and in accordance with the Certificate of Merger ("Certificate"), Agreement and Plan of Merger ("Agreement") and the Articles of Organization ("Articles"), in the forms attached hereto, (the "Merger Transaction"), effective upon delivery of the Certificate, Agreement and Articles, as appropriate, to the New York and Florida Departments of State ("Merger Date"); and

WHEREAS, the LLC will cause to be timely filed with the Internal Revenue Service an Entity Classification Election (IRS Form 8832) electing to be taxed as a corporation, effective as of the Merger Date; and

WHEREAS, it is intended that this Merger Transaction qualify as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT

RESOLVED, that the Merger Transaction and the Certificate, Agreement and Articles, in the forms attached hereto, are hereby ratified, confirmed and approved by all of the Shareholders and Directors of the Corporation; and be it

FURTHER RESOLVED, that pursuant to the Merger Transaction, the shares of issued and outstanding stock of the Corporation ("Shares") shall be converted into membership interests ("Member Interests") in the LLC, as follows:

The Shares held by each Shareholder of the Corporation immediately prior to the Merger Transaction, when expressed as a percentage of the then total issued and outstanding Shares, shall be converted into the same percentage of Member Interests in the LLC such that the percentage of stock ownership in the Corporation held by each Shareholder immediately prior to the Merger Transaction will equal the same percentage of Member Interests in the LLC held by that (former) Shareholder (and now a Member of the LLC) immediately after the Merger Transaction ("Plan of Conversion"); and be it

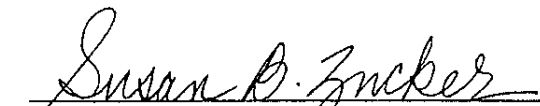
FURTHER RESOLVED, that **SUSAN B. ZUCKER** (a/k/a **SUSAN CHAVES ZUCKER**) is hereby authorized, empowered and directed to execute the Certificate, Agreement and Articles, in the forms attached hereto, and to cause said Certificate and Articles to be filed,

as appropriate, with the New York and Florida Departments of State in compliance with the applicable laws of the States of New York and Florida; and be it

FURTHER RESOLVED, that **SUSAN B. ZUCKER** (a/k/a **SUSAN CHAVES ZUCKER**) is hereby authorized and directed to execute any other documents, in the name and on behalf of the Corporation and the LLC, or to take such additional action, and to pay all such expenses, which in their judgment shall be deemed necessary, proper or advisable in order to fully carry out the intent and to effectuate the purposes of these resolutions.

This Written Consent may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same Written Consent.

The undersigned, being a majority of the Shareholders and Directors of the Corporation, have executed this Written Consent as of the 17 day of December, 2012.



SUSAN B. ZUCKER (a/k/a **SUSAN CHAVES ZUCKER**), Shareholder

KIM CHAVES (a/k/a **KIM RAND CHAVES**),
Shareholder

TRUST F/B/O ALLISON BROOKE CHAVES
ULWT MARK A. CHAVES, Shareholder

By: 

HERBERT H. CHAVES, Trustee

By: 

JANE CHAVES, Trustee

TRUST F/B/O EVAN JORDAN CHAVES
ULWT MARK A. CHAVES, Shareholder

By: 

HERBERT H. CHAVES, Trustee

By: 

JANE CHAVES, Trustee

JERI LISA ZUCKER TRUST EST. UNDER
TRUST AGREEMENT DTD. 11/12/2007,
Shareholder

By: Susan Chaves Zucker, Trustee
SUSAN CHAVES ZUCKER, Trustee

BRIAN DAVID ZUCKER TRUST EST.
UNDER TRUST AGREEMENT DTD.
11/12/2007, Shareholder

By: Susan Chaves Zucker, Trustee
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UNDER TRUST AGREEMENT DTD.
11/12/2007, Shareholder

By: Susan Chaves Zucker, Trustee
SUSAN CHAVES ZUCKER, Trustee