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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)



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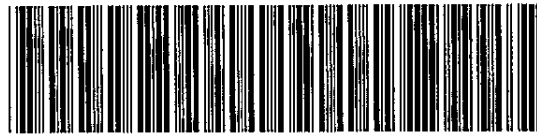
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

FILED

04 MAY 11 11:03

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Holland & Knight LLP  
Requester's Name  
315 So. Calhoun Street  
Address  
425-5675  
City/State/Zip Phone #

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04 MAY 11 PM 3:52  
TALLAHASSEE, FLORIDA

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. BRE/ESA FL Properties L.L.C.  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time \_\_\_\_\_  
☐ Mail out ☐ Will wait ☐ Photocopy

☒ 3 certified copies  
Certified Copy  
☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☒ Merger

Mergers must receive  
file date of  
5/11/04

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

Examiner's Initials

FILED  
04 MAY 11 PM 3:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

ESA 0174, INC., P 97000019931  
ESA 0302, INC., P 97000018910  
ESA 0303, INC., P 97000021618  
ESA 0328, INC., P 97000038241  
ESA 0381, INC., P 960000100908  
ESA 0789, INC., P 97000018902  
ESA 0869, INC., P 97000028550  
ESA 0884, INC., P 960000074059  
ESA 1510, INC., P 98000000992  
ESA 1546, INC., P 98000034555  
AND  
ESA FLORIDA, INC. P 9800004832  
(each, a Florida corporation)

WITH AND INTO

MC400001193

BRE/ESA FL PROPERTIES L.L.C.  
(a Delaware limited liability company)

Pursuant to Section 607.1109 of the Florida Statutes, the undersigned hereby certify that:

1. The name and jurisdiction of formation or organization of each of the merging entities are:

(a) ESA 0174, Inc., a corporation organized under the laws of the State of Florida ("ESA 0174");

(b) ESA 0302, Inc., a corporation organized under the laws of the State of Florida ("ESA 0302");

(c) ESA 0303, Inc., a corporation organized under the laws of the State of Florida ("ESA 0303");

(d) ESA 0328, Inc., a corporation organized under the laws of the State of Florida ("ESA 0328");

(e) ESA 0381, Inc., a corporation organized under the laws of the State of Florida ("ESA 0381");

(f) ESA 0789, Inc., a corporation organized under the laws of the State of Florida ("ESA 0789");

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(g) ESA 0869, Inc., a corporation organized under the laws of the State of Florida ("ESA 0869");

(h) ESA 0884, Inc., a corporation organized under the laws of the State of Florida ("ESA 0884");

(i) ESA 1510, Inc., a corporation organized under the laws of the State of Florida ("ESA 1510");

(j) ESA 1546, Inc., a corporation organized under the laws of the State of Florida ("ESA 1546");

(k) ESA Florida, Inc., a corporation organized under the laws of the State of Florida (collectively with ESA 0174, ESA 0302, ESA 0303, ESA 0328, ESA 0381, ESA 0789, ESA 0869, ESA 0884, ESA 1510 and ESA 1546, the "ESA Florida Corporations", and each of the ESA Florida Corporations individually, an "ESA Florida Corporation"); and

(l) BRE/ESA FL Properties L.L.C., a limited liability company organized under the laws of the State of Delaware ("BRE/ESA").

2. A Plan and Agreement of Merger (the "Plan") has been approved, adopted and executed by each of the ESA Florida Corporations and BRE/ESA in accordance with Sections 607.0821, 607.1103 and 607.1108 of the Florida Statutes and Section 18-209 of the Delaware Limited Liability Company Act (6 Del. C. §18-101 *et seq.*) (the "DLLCA"), pursuant to which each ESA Florida Corporation shall be merged with and into BRE/ESA. Written consent and approval have been given by the board of directors of each ESA Florida Corporation and by ESA Management, Inc., a Delaware corporation, which is the sole shareholder of each ESA Florida Corporation, in accordance with the provisions of Sections 607.0704, 607.0821, 607.1103 and 607.1108 of the Florida Statutes, and by the member of BRE/ESA in accordance with the provisions of Section 18-209 of the DLLCA, and written notice has been waived by the board of directors and the sole shareholder of each ESA Florida Corporation as provided in Sections 607.0823 and 607.0706 of the Florida Statutes, and by the member of BRE/ESA.

3. The name of the surviving entity is BRE/ESA FL Properties L.L.C., a Delaware limited liability company.

4. The merger of each ESA Florida Corporation with and into BRE/ESA shall be effective upon the filing of these Articles of Merger with the Department of State of the State of Florida.

5. The original executed Plan is on file at the place of business of BRE/ESA located at 345 Park Avenue, New York, New York 10154. A copy of the Plan is attached hereto as Exhibit A. Further, a copy of the Plan will be furnished by BRE/ESA, on request and without cost, to any shareholder of any ESA Florida Corporation or any member of BRE/ESA.

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6. The Certificate of Formation of BRE/ESA shall be the Certificate of Formation of the surviving limited liability company.


7. The address of the principal office of BRE/ESA under the laws of the State of Delaware is 345 Park Avenue, New York, New York 10154. BRE/ESA is deemed to have appointed the Secretary of State of the State of Florida as its agent to accept service of process in any proceeding to enforce any obligation of any SA Florida Corporation.

8. BRE/ESA has agreed to pay promptly to the dissenting shareholders, if any, of each ESA Florida Corporation, the amount, if any, to which any such dissenting shareholder is entitled under Section 607.1302 of the Florida Statutes as a result of the merger.

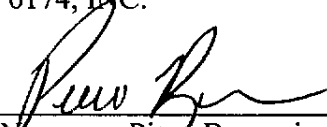
[Signatures set forth on following pages.]

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized representatives as of May 11, 2004.

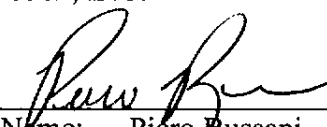
BRE/ESA FL PROPERTIES L.L.C.

By:   
Name: Jonathan D. Gray  
Title: Authorized Person


ESA 0174, INC.

By:   
Name: Piero Bussani  
Title: Vice President

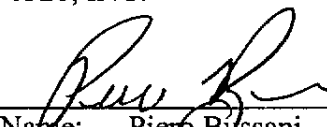
ESA 0302, INC.

By:   
Name: Piero Bussani  
Title: Vice President

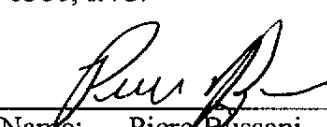
ESA 0303, INC.

By:   
Name: Piero Bussani  
Title: Vice President


ESA 0328, INC.

By:   
Name: Piero Bussani  
Title: Vice President

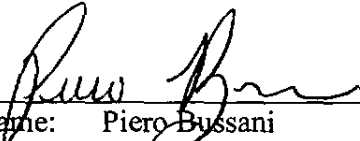
ESA 0381, INC.

By:   
Name: Piero Bussani  
Title: Vice President

ESA 0789, INC.

By:   
Name: Piero Bussani  
Title: Vice President

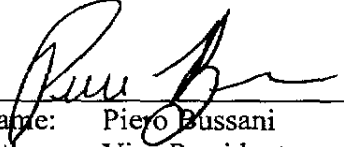
ESA 0869, INC.

By:   
Name: Piero Bussani  
Title: Vice President


ESA 0884, INC.

By:   
Name: Piero Bussani  
Title: Vice President


ESA 1510, INC.

By:   
Name: Piero Bussani  
Title: Vice President

ESA 1546, INC.

By:   
Name: Piero Bussani  
Title: Vice President

ESA FLORIDA, INC.

By:   
Name: Piero Bussani  
Title: Vice President

**EXHIBIT A**

**PLAN AND AGREEMENT OF MERGER  
BETWEEN  
BRE/ESA FL PROPERTIES L.L.C., A DELAWARE LIMITED LIABILITY COMPANY,  
AND  
EACH OF THE FLORIDA CORPORATIONS IDENTIFIED ON ANNEX A**

This Plan and Agreement of Merger ("Agreement") is entered into as of May 11, 2004, by and between BRE/ESA FL Properties L.L.C., a Delaware limited liability company ("BRE/ESA"), and each of the Florida corporations identified on Annex A and on the signature pages hereto (each, an "ESA Florida Corporation" and collectively, the "ESA Florida Corporations").

**WITNESSETH:**

WHEREAS, BRE/ESA is a limited liability company duly formed and existing under the laws of the State of Delaware;

WHEREAS, each of the ESA Florida Corporations is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, ESA Management, Inc., a Delaware corporation ("Parent"), is the owner of all of the outstanding capital stock of each ESA Florida Corporation;

WHEREAS, the member of BRE/ESA deems it advisable and in the best interests of BRE/ESA and such member that each of the ESA Florida Corporations merge with and into BRE/ESA pursuant to the Florida Statutes and the Delaware Limited Liability Company Act (6 Del. C. §18-101 et seq.) (the "DLLCA");

WHEREAS, the board of directors of each ESA Florida Corporation, and Parent, in its capacity as sole shareholder of each such ESA Florida Corporation, deem it advisable and in the best interests of such ESA Florida Corporation that such ESA Florida Corporation merge with and into BRE/ESA pursuant to the Florida Statutes and the DLLCA; and

WHEREAS, BRE/ESA and each of the ESA Florida Corporations have agreed that each of the ESA Florida Corporations shall merge with and into BRE/ESA upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes and the DLLCA.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement, and in order to consummate the transaction described above, BRE/ESA and each of the ESA Florida Corporations agree as follows:



1. As of the Effective Date (as defined below), each ESA Florida Corporation shall be merged with and into BRE/ESA upon the terms and conditions of this Agreement, and BRE/ESA shall continue its existence as a limited liability company under the laws of the State of Delaware and shall be the surviving entity (the "Surviving Company"). The registered agent and the address of the registered office of the Surviving Company shall be as appears in the Certificate of Formation of BRE/ESA as on file with the office of the Secretary of State of the State of Delaware on the date of this Agreement. From and after the Effective Date, and until further amended, altered or restated as provided by law, the Certificate of Formation, separate and apart from this Agreement, shall be and may be separately certified as the Certificate of Formation of the Surviving Company.

2. This Agreement was submitted to Parent, which is the sole shareholder of each ESA Florida Corporation, and to the member of BRE/ESA, for their consent and approval in accordance with Sections 607.0704, 607.0821, 607.1103 and 607.1108 of the Florida Statutes and Section 18-209 of the DLLCA, and was adopted and approved in accordance with the laws of the States of Delaware and Florida, and this Agreement, the appropriate Articles of Merger and Certificate of Merger, and such other documents as are necessary to consummate the merger of each ESA Florida Corporation with and into BRE/ESA, shall be signed, acknowledged and filed pursuant to the laws of the States of Delaware and Florida.

3. The effective date for all purposes herein of the merger of each ESA Florida Corporation with and into BRE/ESA shall be the first date on which the Articles of Merger shall have been filed with the Department of State of the State of Florida and the Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware (the "Effective Date" of the merger).

4. On the Effective Date, each share of each ESA Florida Corporation's common stock issued and outstanding immediately before the Effective Date, by virtue of the merger of such ESA Florida Corporation with and into BRE/ESA and without any action on the part of the holder of a limited liability company interest of BRE/ESA, shall be cancelled and shall be of no further force or effect and no consideration shall be issued in respect thereof, and the limited liability company interests of BRE/ESA following the Effective Date shall not be affected by the consummation of the transactions contemplated by this Agreement.

5. BRE/ESA and each of the ESA Florida Corporations shall each take all appropriate action to comply with the applicable laws of the States of Delaware and Florida in connection with the transactions contemplated by this Agreement.

6. Upon the Effective Date, the transfer books of each of the ESA Florida Corporations shall be closed and no transfer of shares of common stock of any ESA Florida Corporation shall be made or consummated thereafter.

7. Prior to and at the Effective Date, BRE/ESA and each of the ESA Florida Corporations shall take all action necessary or appropriate in order to effectuate the transactions contemplated by this Agreement. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any

further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of each of the ESA Florida Corporations, the officers and directors of each of the ESA Florida Corporations shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. At and after the Effective Date, BRE/ESA shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the ESA Florida Corporations; all debts due to any ESA Florida Corporation of whatever account shall be vested in BRE/ESA; all claims, demands, property, rights, privileges, powers, and franchises of any of the ESA Florida Corporations shall be effectively the property of BRE/ESA, as they were of the respective entities; the title to any real estate vested by deed or otherwise vested in any ESA Florida Corporation, shall not revert or in any way be impaired by reason of the transactions contemplated by this Agreement, but shall be vested in BRE/ESA; all rights of creditors and all liens upon any property of each ESA Florida Corporation shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; and all debts, liabilities, and duties of each of the ESA Florida Corporations shall thenceforth attach to BRE/ESA and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. BRE/ESA agrees to pay promptly to the dissenting shareholders, if any, of each ESA Florida Corporation, the amount, if any, to which any such dissenting shareholder is entitled under Section 607.1302 of the Florida Statutes as a result of the merger.

10. The names and business addresses of the individuals who will constitute the members of the board of directors of the Surviving Company on the Effective Date following the consummation of the merger, who will be the "managers" of the Surviving Company for purposes of the DLLCA, are as follows:

Name: William J. Stein  
Business Address: 345 Park Avenue  
New York, NY 10154

Name: Gary M. Sumers  
Business Address: 345 Park Avenue  
New York, NY 10154

Name: Jonathan D. Gray  
Business Address: 345 Park Avenue  
New York, NY 10154

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11. This Agreement embodies the entire agreement between the parties. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.


12. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid, if to BRE/ESA or any ESA Florida Corporation, at 345 Park Avenue, New York, New York 10154.

13. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon each ESA Florida Corporation and BRE/ESA, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.


[Signatures set forth on following pages.]

IN WITNESS WHEREOF, BRE/ESA and each of the ESA Florida Corporations have signed this Plan and Agreement of Merger on the date first written above.


BRE/ESA FL PROPERTIES L.L.C.

By:   
Name: Jonathan D. Gray  
Title: Authorized Person


ESA 0174, INC.

By:   
Name: Piero Bussani  
Title: Vice President


ESA 0302, INC.

By:   
Name: Piero Bussani  
Title: Vice President


ESA 0303, INC.

By:   
Name: Piero Bussani  
Title: Vice President

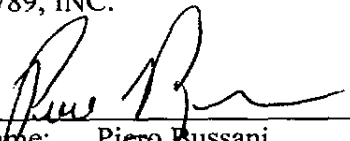
ESA 0328, INC.

By:   
Name: Piero Bussani  
Title: Vice President

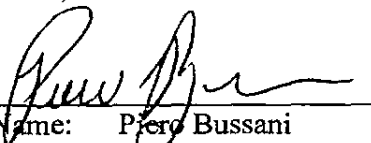
ESA 0381, INC.

By:   
Name: Piero Bussani  
Title: Vice President

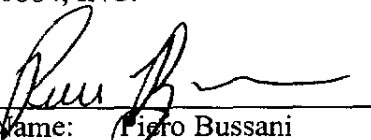
ESA 0789, INC.

By:   
Name: Piero Bussani  
Title: Vice President

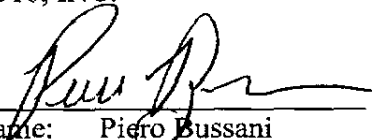
ESA 0869, INC.

By:   
Name: Piero Bussani  
Title: Vice President

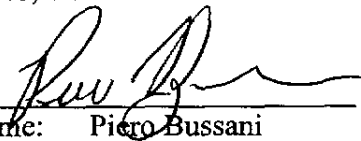
ESA 0884, INC.

By:   
Name: Piero Bussani  
Title: Vice President

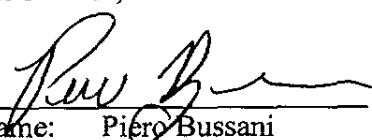
ESA 1510, INC.

By:   
Name: Piero Bussani  
Title: Vice President

ESA 1546, INC.

By:   
Name: Piero Bussani  
Title: Vice President

ESA FLORIDA, INC.

By:   
Name: Piero Bussani  
Title: Vice President

---

**ANNEX A**  
**ESA FLORIDA CORPORATIONS**

ESA 0174, INC.

ESA 0302, INC.

ESA 0303, INC.

ESA 0328, INC.

ESA 0381, INC.

ESA 0789, INC.

ESA 0869, INC.

ESA 0884, INC.

ESA 1510, INC.

ESA 1546, INC.

ESA FLORIDA, INC.

Note: Each of the "ESA Florida Corporations" named above is a Florida corporation.