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To:

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

From:

Account Name : JONES, FOSTER, JOHNSTON & STUBBS, P.A.
Account Number : 076077003231
Phone : (561) 650-0471
Fax Number : (561) 650-0431

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MERGER OR SHARE EXCHANGE

OKEECHOBEE#1, LLC

Certificate of Status	1
Certified Copy	1
Page Count	05
Estimated Charge	\$175.00

8.75
52.50

138.25

AL

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: OKEECHOBEE #1, LLC

(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

CLAIRE A. DUMAS, ESQ.

(Contact Person)

JONES FOSTER JOHNSTON & STUBBS P.A.

(Firm/Company)

505 SOUTH FLAGLER DRIVE, SUITE 1100

(Address)

WEST PALM BEACH, FL 33401

(City, State and Zip Code)

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For further information concerning this matter, please call:

CLAIRE A. DUMAS, ESQ. at (561) 659-3000

(Name of Contact Person)

(Area Code and Daytime Telephone Number)



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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Certificate of Merger of

Okeechobee Industrial Limited Partnership,
(a Florida limited partnership)

and

Okeechobee #1, LLC,
(a Delaware limited liability company)

November 30, 2006

The following Articles of Merger are being submitted in accordance with Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Section 620.203 of the Florida Revised Uniform Limited Partnership Act:

First: The exact name, street address of its principal office, jurisdiction and entity type for each merging party are as follow:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Okeechobee Industrial Limited Partnership 751 Park Commerce Drive Ste. 128 Boca Raton, FL 33487	Florida	Limited Partnership
Florida Document Number: A04000001606		FEI Number: 113729089
Okeechobee #1, LLC 5601 Corporate Way, Ste. 404 West Palm Beach, FL 33407	Delaware	Limited Liability Company

Second: The exact name, street address of its principal office, jurisdiction and entity type of the surviving party are as follows:

Okeechobee #1, LLC 5601 Corporate Way, Ste. 404 West Palm Beach, FL 33407	Delaware	Limited Liability Company
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Third: The attached Agreement and Plan of Merger meets the requirements of Section 620.203, Florida Statutes, and was approved by the domestic limited partnership that is a party to the merger in accordance with Chapter 620, Florida Statutes.

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Fourth: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles or organization of any limited liability company that is a party to the merger.

Fifth: The effective date of the merger shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

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IN WITNESS WHEREOF, the undersigned have executed and delivered these Articles of Merger as of the date first written above.

Okeechobee Industrial Limited Partnership, a
Florida limited partnership

By: Okeechobee Business Park,
LLC, a Florida limited liability
company, its general partner


By: Brian K. Waxman
Its: Managing Member

Okeechobee #1, LLC, a Delaware limited
liability company

By: Okeechobee Business Park,
LLC, a Florida limited liability
company, its sole member


By: Brian K. Waxman
Its: Managing Member

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Agreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 30, 2006, by and between Okeechobee Industrial Limited Partnership, a Florida limited partnership ("Okeechobee") and Okeechobee #1, LLC, a Delaware limited liability company ("Delaware," and together with Okeechobee, the "Constituent Companies").

Recitals:

A. Okeechobee is a limited partnership duly organized and existing under the laws of the State of Florida and, on the date hereof, its sole general partner is Okeechobee Business Park, LLC, a Florida limited liability company.

B. Delaware is a limited liability company duly organized and existing under the laws of the State of Delaware and, on the date hereof, its managing members are Brian K. Waxman and Peter Applefield.

D. The general and limited partners of Okeechobee, and the members and managing members of Delaware deem it advisable and to the advantage of the Constituent Companies and their respective stakeholders that Okeechobee be merged with and into Delaware.

E. Each of the Constituent Companies has, subject to approval by Okeechobee's general and limited partners, and Delaware's member and managing members, adopted the Plan of Merger embodied in this Agreement.

Agreement:

In consideration of the foregoing recitals, the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree, as follows:

1. The Merger.

1.1 The Merger.

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Okeechobee shall be merged with and into Delaware in accordance with the applicable laws of the State of Florida and the State of Delaware (the "Merger"). The separate existence of Okeechobee shall cease, and Delaware shall be the surviving limited partnership (the "Surviving Company") and shall be governed by the laws of the State of Delaware.

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Agreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November __, 2006, by and between Okeechobee Industrial Limited Partnership, a Florida limited partnership ("Okeechobee") and Okeechobee #1, LLC, a Delaware limited liability company ("Delaware," and together with Okeechobee, the "Constituent Companies").

Recitals:

A. Okeechobee is a limited partnership duly organized and existing under the laws of the State of Florida and, on the date hereof, its sole general partner is Okeechobee Business Park, LLC, a Florida limited liability company.

B. Delaware is a limited liability company duly organized and existing under the laws of the State of Delaware and, on the date hereof, its managing members are Brian K. Waxman and Peter Applefield.

D. The general and limited partners of Okeechobee, and the members and managing members of Delaware deem it advisable and to the advantage of the Constituent Companies and their respective stakeholders that Okeechobee be merged with and into Delaware.

E. Each of the Constituent Companies has, subject to approval by Okeechobee's general and limited partners, and Delaware's member and managing members, adopted the Plan of Merger embodied in this Agreement.

Agreement:

In consideration of the foregoing recitals, the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree, as follows:

1. The Merger.

1.1 The Merger.

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Okeechobee shall be merged with and into Delaware in accordance with the applicable laws of the State of Florida and the State of Delaware (the "Merger"). The separate existence of Okeechobee shall cease, and Delaware shall be the surviving limited partnership (the "Surviving Company") and shall be governed by the laws of the State of Delaware.

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1.2 Effective Date.

The Merger shall become effective on the date and at the time of filing of those certain Articles of Merger, substantially in the form to which this Agreement is attached, with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware, (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such States prerequisite to such filings, including without limitation the approval of the applicable stakeholders of the Constituent Companies.

1.3 Certificate of Formation.

On the Effective Date, the Certificate of Formation of Delaware, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Formation of the Surviving Company.

1.4 Operating Agreement.

On the Effective Date, the Operating Agreement of Delaware, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the operating agreement of the Surviving Company.

1.5 Managing Members.

The Managing Members of Delaware immediately prior to the Effective Date shall be the managing members of the Surviving Company, until their successors shall have been duly elected or appointed or until otherwise provided by law, the Certificate of Formation or the Operating Agreement of the Surviving Company.

2. Conversion of Interest of Merged Entities.

2.1 Okeechobee Partnership Interests.

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the issued and outstanding partnership interests of Okeechobee held by Okeechobee Business Park, LLC, shall be changed and converted into membership interests of the Surviving Company (the "Survivor Interests").

2.2 Exchange of Certificates.

Each person who becomes entitled to receive Survivor Interests by virtue of the Merger shall be entitled to receive from the Surviving Company, as promptly as practicable after the Effective Time, a certificate or certificates representing the Survivor Interests to which such person is entitled as provided herein.

3. Effect of the Merger.

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3.1 Rights, Privileges, Etc.

On the Effective Date of the Merger, the Surviving Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Okeechobee; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to Okeechobee on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Company without further act or deed; title to any real estate, or any interest therein vested in Okeechobee shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Okeechobee shall be preserved unimpaired, and all liens upon the property of Okeechobee shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances.

From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Okeechobee such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Company the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Okeechobee and otherwise to carry out the purposes of this Agreement, and the managing members of the Surviving Company are fully authorized in the name and on behalf of Okeechobee to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. General.

4.1 Abandonment.

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the general and limited partners of Okeechobee, the managing members of Delaware, or any of them, notwithstanding the approval of this Agreement by the stakeholders of Okeechobee and Delaware.

4.2 Amendment.

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by either the partners of Okeechobee or the managing members of

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Delaware; provided, however, that an amendment made subsequent to the adoption of this Agreement by the stakeholders of any Constituent Company shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the stakeholders of such Constituent Company.

4.3 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

4.4 Counterparts.

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement and Plan of Merger as of the date and year first written above.

"Okeechobee"

Okeechobee Industrial Limited Partnership, a
Florida limited partnership

By: Okeechobee Business Park, LLC, a
Florida limited liability company, its
general partner


By: Brian K. Waxman
Its: Managing Member

"Delaware"

Okeechobee #1, LLC, a Delaware limited
liability company

By: Okeechobee Business Park,
LLC, a Florida limited liability
company, its sole member


By: Brian K. Waxman
Its: Managing Member

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