

M98.000001525

ACCOUNT FILING COVER SHEET

ACCOUNT NUMBER: FCA000000005
REFERENCE: 2013842-6
(Sub Account)

DATE: 1-4

REQUESTOR NAME: LEXIS

ADDRESS: Buy McKay ^{WAVE}
PHONE TO

TELEPHONE: DATE 1/7/99
ext ()

CONTACT NAME: FOR EXAM

CORPORATION NAME: EOP-Sarasota City Center, LLC

DOCUMENT NUMBER: _____
(if applicable)

AUTHORIZATION: C. Woodlynd

- CERTIFIED COPY (1-9)
- CERTIFICATE OF STATUS (1-9)
- PLAIN STAMPED COPY

- Call When Ready
- Walk In
- Mail Out
- Call if Problem
- Will Wait
- After 4:30
- Pick Up

FILED
99 JAN -6 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1/6/99

File
3rd

Merge w/no Amends

FF \$105.00

ARTICLES OF MERGER
Merger Sheet

MERGING:

EOP-SARASOTA CITY CENTER DELAWARE MERGER, L.L.C.
(L98000003175)

into

EOP-SARASOTA CITY CENTER, L.L.C., a Delaware entity M98000001525

File date: January 6, 1999 , effective January 6, 1999

Corporate Specialist: Brenda Tadlock

Account number: FCA000000005

Account charged: 105.00

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

PREPARED DATE
1/6/99

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for emerging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. EOP-Sarasota City Center Delaware Merger, L.L.C. 2 N. Riverside Plaza Chicago, IL 60606	Florida	LLC

Florida Document/Registration Number: L98000003175 FEI Number: 30-4166088 applied for

2. EOP-Sarasota City Center, Ir.L.C. 2 N. Riverside Plaza Chicago, IL 60606	Delaware	LLC
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Florida Document/Registration Number: M98000001525 FEI Number: _____

3. _____

Florida Document/Registration Number: _____ FEI Number: _____

4. _____

Florida Document/Registration Number: _____ FEI Number: _____

FILED
 99 JAN -6 PM 2:12
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

(Attach additional sheet(s) if necessary)

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>EOP-Sarasota City Center, L.L.C.</u> <u>2 N. Riverside Plaza</u> <u>Chicago, IL 60606</u>	<u>Delaware</u>	<u>LLC</u>

Florida Document/Registration Number: M98000001525 FEI Number: _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

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

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
EOP-Sarasota City Center Delaware Merger, L.L.C.	Florida
EOP-Sarasota City Center, L.L.C.	Delaware

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
EOP-Sarasota City Center, L.L.C.	Delaware

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement of Merger

(Attach additional sheet(s) if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

- 1) all membership interests in EOP-Sarasota City Center Delaware Merger, L.L.C. shall be cancelled and shall cease to exist and no payment or distribution shall be made with respect thereto;
- 2) the managing membership interest in EOP-Sarasota City Center Delaware Merger, L.L.C. shall be converted into an identical managing membership interest in the surviving party;
- 3) the non-managing membership interest in EOP-Sarasota City Center Delaware Merger, L.L.C. shall be converted into an identical non-managing membership interest in the surviving party.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

The merged party will not have any rights to acquire any additional interest of any kind in the surviving party other than noted in Paragraph Fourth A above.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

If General Partner is a Non-Individual,

Name(s) and Address(es) of General Partner(s)

Florida Document/Registration Number

N/A

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

EOP Operating Limited Partnership - member manager
2 N. Riverside Plaza
Chicago, IL 60606

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

EIGHTH: Other provisions, if any, relating to the merger:

None

(Attach additional sheet(s) if necessary)

AGREEMENT OF MERGER

EOP-SARASOTA CITY CENTER DELAWARE MERGER, L.L.C. INTO EOP-SARASOTA CITY CENTER, L.L.C.

AGREEMENT OF MERGER (this "Agreement") dated January 4, 1999, by and between EOP-Sarasota City Center Delaware Merger, L.L.C., a Florida limited liability company (the "Florida LLC"), and EOP-Sarasota City Center, L.L.C., a Delaware limited liability company (the "Delaware LLC").

WHEREAS, the managing member and the nonmanaging members of the Florida LLC, constituting all of the members of the Florida LLC, have approved the merger of the Florida LLC into the Delaware LLC upon the terms set forth in this Agreement and have approved this Agreement;

WHEREAS, the managing member and the nonmanaging members of the Delaware LLC, constituting all of the members of the Delaware LLC, have approved the merger of the Florida LLC into the Delaware LLC upon the terms set forth in this Agreement and have approved this Agreement;

NOW, THEREFORE, in consideration of the agreements contained in this Agreement, the parties agree as follows:

1. The Merger. Upon the terms set forth in this Agreement, and in accordance with Sections 607.1109 and 608.4382 of the Florida Statutes (the "Florida Act") and the Delaware Liability Company Act (the "Delaware Act"), the Florida LLC shall be merged into the Delaware LLC (the "Merger") at the Effective Date (as hereinafter defined). Following the Effective Date, the separate existence of the Florida LLC shall cease and the Delaware LLC shall continue as the surviving business entity in the Merger (the "Surviving LLC") and shall succeed to and assume all the rights, properties, liabilities and obligations of the Florida LLC in accordance with the Florida Act and the Delaware Act. For purposes of this Agreement, "Effective Date" shall mean the date specified for the Merger to become effective, as set forth in the Certificate of Merger to be filed with the Secretary of State of the State of Delaware in accordance with the Delaware Act and the Articles of Merger to be filed with the Secretary of State of Florida in accordance with the Florida Act.

2. Effects of the Merger. The Merger shall have the effects set forth in Section 18-209 of the Delaware Act and Sections 607.1109 and 608.4382 of the Florida Statutes.

3. Certificate of Formation and Limited Liability Company Agreement. The certificate of formation of the Delaware LLC, as in effect immediately prior to the Effective Date (the "Certificate of Formation"), shall be the Certificate of Formation of the Surviving LLC and shall continue in full force and effect until amended in the manner prescribed by the provisions of the Delaware Act. The Limited Liability Company Agreement of the Delaware LLC, as in effect immediately prior to the Effective Date, will be the limited liability company agreement of the Surviving LLC and will continue in full force and effect until amended as therein provided and in the manner prescribed by the provisions of the Delaware Act.

4. Effect on Membership Interests. As of the Effective Date, by virtue of the Merger and without any action on the part of the holder of any member of the Florida LLC or the Delaware LLC:

(a) all membership interests in the Florida LLC shall be canceled and shall cease to exist and no payment or distribution shall be made with respect thereto; and

(b) the managing membership interest in the Florida LLC shall be converted into an identical managing membership interest in the Surviving LLC; and

(c) the nonmanaging membership interest in the Florida LLC shall be converted into an identical nonmanaging membership interest in the Surviving LLC.

5. Actions Necessary to Effect Merger. The Florida LLC and the Delaware LLC will take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with each other in doing, all things necessary, proper or advisable to consummate and make effective the Merger, including the execution and delivery of any additional instruments necessary to effect the Merger or to fully carry out the purposes of this Agreement.

6. Termination. This Agreement may be terminated at any time prior to the Effective Date by mutual written consent of the Florida LLC and the Delaware LLC.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EOP-SARASOTA CITY CENTER DELAWARE MERGER, L.L.C., a Florida limited liability company

By: EOP Operating Limited Partnership, a Delaware limited partnership, its managing member

By: Equity Office Properties Trust, a Maryland real estate investment trust, its managing general partner

By: Stanley M. Stevens
Stanley M. Stevens
Executive Vice President

By: EOP-Non-Manager I, L.L.C., a Delaware limited liability company, its nonmanaging member

By: EOP Operating Limited Partnership, a Delaware limited partnership, its sole member

By: Equity Office Properties Trust, a Maryland real estate investment trust, its managing general partner

By: Stanley M. Stevens
Stanley M. Stevens
Executive Vice President

EOP-SARASOTA CITY CENTER, L.L.C., a Delaware limited liability company

By: EOP Operating Limited Partnership, a Delaware limited partnership, its managing member

By: Equity Office Properties Trust, a Maryland real estate investment trust, its managing general partner

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Executive Vice President

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By: Stanley M. Stevens
Stanley M. Stevens
Executive Vice President