

P24853

ARTICLES OF MERGER
Merger Sheet

MERGING:

BOOTHE LAND CORPORATION, a Florida corporation, document number
H84815

into

TROUT CREEK PROPERTIES, INC., a Delaware corporation P24853

File date: December 26, 1996 , effective December 31, 1996

Corporate Specialist: Karen Gibson

Account number: 072100000032

Account charged: 70.00



THE UNITED STATES
CORPORATION
COMPANY

P24853

ACCOUNT NO. : 072100000032

REFERENCE : 201239 4327393

AUTHORIZATION :

COST LIMIT : \$ 70.00

Patricia Pignatelli

ORDER DATE : December 24, 1996

ORDER TIME : 10:59 AM

ORDER NO. : 201239-010

600002038606--0

CUSTOMER NO: 4327393

CUSTOMER: Mr. John M. Price
Bf Enterprises, Inc
100 Bush Street
Suite 1250
San Francisco, CA 94104

EFFECTIVE DATE

12-31-96

ARTICLES OF MERGER

BOOTHE LAND CORPORATION

INTO

TROUT CREEK PROPERTIES, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

96 DEC 26 PM 3:58

FILED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Victoria L. Perez

EXAMINER'S INITIALS:

Merges
CR 12-27

RECEIVED
96 DEC 26 PM 2:49
DIVISION OF CORPORATION

**ARTICLES OF MERGER
OF
BOOTHE LAND CORPORATION
AND
TROUT CREEK PROPERTIES, INC.**

FILED
96 DEC 26 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

EFFECTIVE DATE


12-31-96

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.


1. Annexed hereto and made a part hereof is the Plan of Merger for merging Boothe Land Corporation with and into Trout Creek Properties, Inc.
2. The shareholders of Trout Creek Properties, Inc. entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent given by them on December 19, 1996 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
3. The merger of Boothe Land Corporation with and into Trout Creek Properties, Inc. is permitted by the laws of the jurisdiction of organization of Trout Creek Properties, Inc. and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the shareholders of Trout Creek Properties, Inc. was December 19, 1996.
4. The effective time and date of the merger herein provided for in the State of Florida shall be 11:59 p.m. on December 31, 1996.

Executed on December 19, 1996

BOOTHE LAND CORPORATION

By: 
Name: John M. Price
Capacity: Vice President and Secretary

TROUT CREEK PROPERTIES, INC.

By: 
Name: John M. Price
Capacity: Vice President, Secretary and Treasurer

PLAN OF MERGER adopted on December 19, 1996 by resolution of the Board of Directors of Boothe Land Corporation, a business corporation organized under the laws of the State of Florida, and adopted on December 19, 1996 by resolution of the Board of Directors of Trout Creek Properties, Inc., a business corporation organized under the laws of the State of Delaware. The names of the corporations planning to merge are Boothe Land Corporation, a business corporation organized under the laws of the State of Florida, and Trout Creek Properties, Inc., a business corporation organized under the laws of the State of Delaware. The name of the surviving corporation into which Boothe Land Corporation plans to merge is Trout Creek Properties, Inc.

1. Boothe Land Corporation and Trout Creek Properties, Inc., shall, pursuant to the provisions of the Florida Business Corporation Act and the provisions of the laws of the jurisdiction of organization of Trout Creek Properties, Inc., be merged with and into a single corporation, to wit, Trout Creek Properties, Inc., which shall be the surviving corporation upon the effective date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. The separate existence of Boothe Land Corporation, which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease at the effective time and date of the merger in accordance with the provisions of the Florida Business Corporation Act.

2. The certificate of incorporation of the surviving corporation at the effective time and date of the merger in the jurisdiction of its organization shall be the certificate of incorporation of said surviving corporation and said certificate of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.

3. The bylaws of the surviving corporation at the effective time and date of the merger in the jurisdiction of its organization will be the bylaws of said surviving corporation 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 laws of the jurisdiction of its organization.

4. The directors and officers in office of the surviving corporation at the effective time and date of the merger in the jurisdiction of its organization shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. Each issued share of the non-surviving corporation immediately prior to the effective time and date of the merger shall, at the effective time and date of the merger, be converted into one-tenth of a share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.

6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the non-surviving corporation for their approval or rejection in the manner prescribed by the provisions of the Florida Business Corporation Act, and the merger of the non-surviving corporation with and into the surviving corporation shall be authorized in the manner prescribed by the laws of

the jurisdiction of organization of the surviving corporation.

7. In the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the non-surviving corporation in the manner prescribed by the provisions of the Florida Business Corporation Act, and in the event that the merger of the non-surviving corporation with and into the surviving corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the surviving corporation, the non-surviving corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and of the State of Delaware, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving corporation and of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

**PLAN AND AGREEMENT OF MERGER
OF
BOOTHE LAND CORPORATION
(a Florida corporation)
AND
TROUT CREEK PROPERTIES, INC.
(a Delaware Corporation)**

EFFECTIVE DATE

12-31-96

PLAN AND AGREEMENT OF MERGER entered into on December 19, 1996 by Boothe Land Corporation, a business corporation of the State of Florida, and approved by resolution adopted by its Board of Directors on said date, and entered into on December 19, 1996 by Trout Creek Properties, Inc., a business corporation of the State of Delaware, and approved by resolution adopted by its Board of Directors on said date.

WHEREAS Boothe Land Corporation is a business corporation of the State of Florida with its principal office therein located at 15436 North Florida Avenue, Suite 202, City of Tampa, County of Hillsborough; and

WHEREAS the total number of shares of stock which Boothe Land Corporation has authority to issue is 7,500, all of which are of one class and of a par value of \$1.00 each; and

WHEREAS Trout Creek Properties, Inc. is a business corporation of the State of Delaware with its registered office therein located at 1013 Centre Road, City of Wilmington, County of New Castle; and

WHEREAS the total number of shares of stock which Trout Creek Properties, Inc. has authority to issue is 1,000, all of which are of one class and of a par value of \$1.00 each; and

WHEREAS the Florida Business Corporation Act permits a merger of a business corporation of the State of Florida with and into a business corporation of another jurisdiction; and

WHEREAS the General Corporation Law of the State of Delaware permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Delaware; and

WHEREAS Boothe Land Corporation and Trout Creek Properties, Inc. and the respective Board of Directors thereof deem it advisable and to the advantage, welfare, and the best interests of said corporations and their respective stockholders to merge Boothe Land Corporation with and into Trout Creek Properties, Inc. pursuant to the provisions of the Florida Business Corporation Act and pursuant to the provisions of the General Corporation Law of the State of Delaware upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Boothe Land Corporation and approved by a

resolution adopted by its Board of Directors, and being thereunto duly entered into by Trout Creek Properties, Inc. and approved by a resolution adopted by its Board of Directors, the Plan and Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Plan and Agreement set forth.

1. Boothe Land Corporation and Trout Creek Properties, Inc. shall, pursuant to the provisions of the Florida Business Corporation Act and the provisions of the General Corporation Law of the State of Delaware, be merged with and into a single corporation, to wit, Trout Creek Properties, Inc., which shall be the surviving corporation from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the General Corporation Law of the State of Delaware. The separate existence of Boothe Land Corporation, which is sometimes hereinafter referred to as the "terminating corporation", shall cease at said effective time in accordance with the provisions of the Florida Business Corporation Act.
2. Annexed hereto and made a part hereof is a copy of the Certificate of Incorporation of the surviving corporation as the same shall be in force and effect at the effective time in the State of Delaware of the merger herein provided for; and said Certificate of Incorporation shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.
3. The present by-laws of the surviving corporation will be the by-laws of said surviving corporation 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 General Corporation Law of the State of Delaware.
4. The directors and officers in office of the surviving corporation at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.
5. Each issued share of the terminating corporation shall, at the effective time of the merger, be converted into one-tenth of a share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of the surviving corporation.
6. In the event that the Plan and Agreement of Merger shall have been fully approved and adopted upon behalf of the terminating corporation in accordance with the provisions of the Florida Business Corporation Act and upon behalf of the surviving corporation in accordance with the provisions of the General Corporation Law of the State of Delaware, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida and by the laws of the State of Delaware, and that they will cause to be

performed all necessary acts within the State of Florida and the State of Delaware and elsewhere to effectuate the merger herein provided for.

7. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger herein provided for.

The effective time of this Plan and Agreement of Merger, and the time at which the merger herein agreed upon shall become effective in the State of Delaware, shall be 11:59 p.m. on December 31, 1996.

IN WITNESS WHEREOF, this Plan and Agreement of Merger is hereby executed upon behalf of each of the constituent corporations parties thereto.

Dated: December 19, 1996

TROUT CREEK PROPERTIES, INC.

By: 

Its Vice President, Secretary
and Treasurer

BOOTHE LAND CORPORATION

By: 

Its Vice President and Secretary

739167007

BOOK 883 PAGE 138 ED

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PASCO PROPERTIES, INC.

JUN 16 1989

[Signature]
SECRETARY OF STATE

Pursuant to Section 242 of the General Corporation Law of the State of Delaware, Pasco Properties, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That Article FIRST of the Certificate of Incorporation of the Corporation states:

"The name of this corporation is PASCO PROPERTIES, INC."

SECOND: The Board of Directors of the Corporation, by unanimous written consent effective June 14, 1989, adopted a resolution proposing and declaring advisable an amendment of the Corporation's Certificate of Incorporation changing the Corporation's name as follows:

RESOLVED, that the Board of Directors hereby declares advisable and approves, subject to adoption by the sole stockholder of the Corporation, a change in the Corporation's corporate name to "Trout Creek Properties, Inc." and, to effect such change, the amendment in its entirety of Article FIRST of the Corporation's Certificate of Incorporation to read as follows:

"The name of this corporation is TROUT CREEK PROPERTIES, INC."

THIRD: Such amendment was duly adopted by the sole stockholder of the Corporation by written consent effective as of June 14, 1989, in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Pasco Properties, Inc. has caused this Certificate of Amendment to be signed by John M. Price, its Vice President, and attested by S. Douglas Post, its Assistant Secretary, this 14th day of June, 1989.

PASCO PROPERTIES, INC.

By: *[Signature]*
Vice President

ATTEST:

By: *[Signature]*
Assistant Secretary

RECEIVED FOR RECORD

JUN 20 1989

William M. Honey, Recorder

State of Delaware

PAGE 1

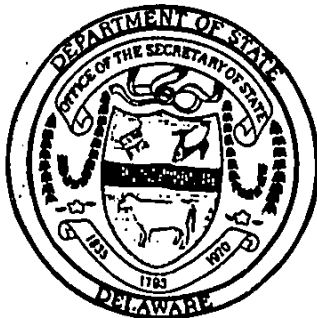


Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF INCORPORATION OF PASCO PROPERTIES,
INC. FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF SEPTEMBER,
A.D. 1987, AT 10 O'CLOCK A.M.

|||||||

RECEIVED FOR RECORD
87 SEP 29 10:22
WILLIAM M. HONE
RECORDER



877260012

Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION 403551

DATE: 09/18/1987

FILED 10AM

SEP 17 1987

CERTIFICATE OF INCORPORATION OF

OF
TROUT CREEK PROPERTIES, INC.
~~PASCO PROPERTIES, INC.~~

[Signature]
SECRETARY OF STATE

FIRST: The name of the corporation is *TROUT CREEK* *Amended*
~~PASCO PROPERTIES, INC.~~ 6/16/89

SECOND: The address of its registered office in the state of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Zip Code 19801. The name of the registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of capital stock which the corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock with a par value of One Dollar (\$1.00) each.

FIFTH: The name and mailing address of the incorporator are as follows:

John M. Price
BF Enterprises, Inc.
100 Bush Street, Suite 1700
San Francisco, CA 94104

SIXTH: The corporation is to have perpetual existence.

SEVENTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. Any repeal or modification of the preceding sentence by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

EIGHTH: A. *Right to Indemnification.* Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether

civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue as to an indemnatee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that, except as provided in paragraph B. hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnatee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnatee, including without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise (hereinafter an "undertaking").

B. Right of Indemnatee to Bring Suit. If a claim under paragraph A. of this Article is not paid in full by the corporation within sixty days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnatee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the corporation to

recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified or to such advancement of expenses under this Article or otherwise shall be on the corporation.

C. *Non-Exclusivity of Rights.* The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

D. *Insurance.* The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. *Indemnification of Agents of the Corporation.* The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors, officers and employees of the corporation.

NINTH: The corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon a stockholder herein are granted subject to this reservation.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 16th day of September, 1987.



John M. Price
Incorporator

CERTIFICATE OF ASSISTANT SECRETARY OF TROUT CREEK PROPERTIES, INC.

The undersigned, being the Assistant Secretary of Trout Creek Properties, Inc., does hereby certify that written consent has been given to the adoption of the foregoing Plan and Agreement of Merger by the holders of all of the outstanding stock of said corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

Dated: December 19, 1996


Assistant Secretary of
Trout Creek Properties, Inc.