

P93000021002



UCC FILING & SEARCH SERVICES, INC.
526 East Park Avenue
Tallahassee, FL 32301
(850) 681-6528

HOLD

**FOR PICKUP BY
UCC SERVICES**

OFFICE USE ONLY (Document #)

653606

700002472147--7

-03/30/98--01062--003
*****70.00 *****70.00

CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

LRX Properties Inc.

700002472147--7

-03/30/98--01062--004
*****52.50 *****52.50

☐ Walk In ☐ Pick Up Time

☐ Mail Out

☐ Will Wait

☐ Photocopy

NEED TODAY

NEED TODAY

☒ Certified Copy

☐ Certificate of Status

☐ Certificate of Good Standing

☐ ARTICLES ONLY

☐ ALL CHARTER DOCS

☐ Certificate of FICTITIOUS NAME

☐ FICTITIOUS NAME SEARCH

☐ CORP SEARCH

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Ordered By: _____

Date: _____

merge
38

FILED OF STATES
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
98 MAR 30 PM 3:38
MAR 30 PM 12:21
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

LRX PROPERTIES, INC., a FL corp., #P93000021002

INTO

CENTURY PLAZA MERGER, INC., a Delaware corporation not qualified in
Florida

File date: March 30, 1998

Corporate Specialist: Susan Payne

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 MAR 30 PM 3:38

STATE OF FLORIDA
ARTICLES OF MERGER
OF
LRX PROPERTIES, INC.
A FLORIDA CORPORATION,
INTO
CENTURY PLAZA MERGER, INC.
A DELAWARE CORPORATION

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following articles of merger:

FIRST: The plan of merger is as follows:

(1) LRX Properties, Inc., a Florida corporation ("Florida Corporation"), shall be merged, in accordance with Section 607.1101 of the Florida Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, with and into Century Plaza Merger, Inc., a Delaware corporation (the "Company"), which shall be the surviving corporation (the "Merger"). The Company, as such surviving corporation, is referred to herein as the "Surviving Corporation."

(2) At the Effective Time (which shall be such time as these Articles of Merger are filed with the Department of State of the State of Florida), by virtue of the Merger and without any action on the part of the sole stockholder of the Florida Corporation, each issued and outstanding share of common stock, par value \$0.01 per share, of the Florida Corporation ("Florida Corporation Common Stock") shall be converted into one share of common stock, par value \$0.01 per share, of the Surviving Corporation.

(3) The articles of incorporation of the Company, as in effect immediately prior to the Effective Date of the Merger, shall be the articles of incorporation of the Surviving Corporation unless and until the same shall be amended in accordance with the General Corporation Law of the State of Delaware and such articles of incorporation.

SECOND: The Merger shall be effective upon the filing of these Articles of Merger with the Department of State of the State of Florida and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

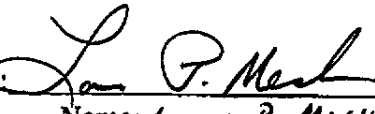
THIRD: The plan of merger was adopted by the Board of Directors of the Delaware Corporation on the 27th day of March, 1998, and was adopted by the Board of Directors and the sole Shareholder of the Florida Corporation on the 27th day of March, 1998. Approval of the Merger by the shareholders of the Delaware Corporation was not required.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

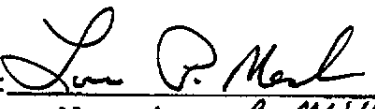
* * *

Signed this 30th day of March, 1998.

LRX Properties, Inc.,
a Florida corporation

By: 
Name: LOUIS P. MESSTON
Title: PRES.

Century Plaza Merger, Inc.,
a Delaware corporation

By: 
Name: LOUIS P. MESSTON
Title: PRES.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated March 30, 1998 (this "Agreement"), between LRX Properties, Inc., a Florida corporation (the "Florida Corporation"), and Century Plaza Merger, Inc., a Delaware corporation (the "Delaware Corporation").

WITNESSETH:

WHEREAS, the Delaware Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Florida Corporation by means of a merger of the Florida Corporation with and into the Delaware Corporation;

WHEREAS, Section 607.1107 of the Florida Business Corporation Act (the "Florida Act"), and Section 253 of the General Corporation Law of the State of Delaware, 8 *Del. C.* § 101, *et seq.* (the "GCL"), authorize the merger of a Florida corporation with and into a Delaware corporation;

WHEREAS, the Florida Corporation and the Delaware Corporation now desire to merge (the "Merger"), following which the Delaware Corporation shall be the surviving entity;

WHEREAS, the Florida Corporation's Certificate of Incorporation and By-laws permit, and resolutions adopted by the Florida Corporation's Board of Directors authorize, this Agreement and the consummation of the Merger;

WHEREAS, the Delaware Corporation's Certificate of Incorporation permits, and resolutions adopted by the Delaware Corporation's Board of Directors authorize, this Agreement and the consummation of the Merger.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I THE MERGER

SECTION 1.01. *The Merger.* (a) On March 30, 1998, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Florida Corporation and the Delaware Corporation shall determine, the Florida Corporation shall merge into the Delaware Corporation, which shall be the surviving entity, and shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Florida Corporation and the Delaware Corporation shall file articles of merger substantially in the form of Exhibit 2 hereto (the "Articles of Merger") with the Department of State of the State of Florida and make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective at such time as the

Certificate of Merger is filed with the Secretary of State of the State of Delaware and the Articles of Merger are filed with the Department of State of the State of Florida (the "Effective Time").

(b) At the Effective Time, the Florida Corporation shall be merged with and into the Delaware Corporation, whereupon the separate existence of the Florida Corporation shall cease, and the Delaware Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 607.1107 of the Florida Act and Section 253 of the GCL.

SECTION 1.02. *Exchange of Interests.* At the Effective Time:

(a) The beneficial interests in the Delaware Corporation outstanding immediately prior to the Effective Time shall remain outstanding; and

(b) all of the shares of the capital stock of the Florida Corporation outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof be canceled and no consideration shall be issued in respect thereof.

**ARTICLE II
THE SURVIVING CORPORATION**

SECTION 2.01. *Certificate of Incorporation.* The certificate of incorporation of the Delaware Corporation in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation unless and until amended in accordance with its terms and applicable law. The name of the Surviving Corporation shall be Century Plaza Merger, Inc.

**ARTICLE III
TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES**

SECTION 3.01. *Transfer, Conveyance and Assumption.* At the Effective Time, the Delaware Corporation shall continue in existence as the Surviving Corporation, and without further action, succeed to and possess all of the rights, privileges and powers of the Florida Corporation, and all of the assets and property of whatever kind and character of the Florida Corporation shall vest in the Delaware Corporation without further act or deed; thereafter, the Delaware Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Florida Corporation, and any claim or judgment against the Florida Corporation may be enforced against the Delaware Corporation, as the Surviving Corporation, in accordance with Section 607.1107 of the Florida Act and Section 253 of the GCL.

SECTION 3.02. *Further Assurances.* If at any time the Delaware Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the Florida Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Florida Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect

or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE DELAWARE PARTNERSHIP

The Delaware Corporation represents and warrants to the Florida Corporation that:

SECTION 4.01. *Corporate Existence and Power.* The Delaware Corporation is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware.

SECTION 4.02. *Corporate Authorization.* The execution, delivery and performance by the Delaware Corporation of this Agreement and the consummation by the Delaware Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on its part. This Agreement constitutes a valid, binding and enforceable agreement of the Delaware Corporation.

SECTION 4.03. *Governmental Authorization.* The execution, delivery and performance by the Delaware Corporation of this Agreement and the consummation of the Merger by the Delaware Corporation require no action by or in respect of, or filing with, any governmental body, agency, official or authority other than the filing of the Certificate of Merger in accordance with Delaware law and the Articles of Merger in accordance with Florida law.

SECTION 4.04. *No Violation.* The execution, delivery and performance by the Delaware Corporation of this Agreement and the consummation by the Delaware Corporation of the transactions contemplated hereby do not and will not (i) violate the Certificate of Incorporation of the Delaware Corporation, (ii) violate any provision of any law, rule or regulation applicable to the Delaware Corporation, (iii) breach, or result in a default under, any existing obligation of the Delaware Corporation under any provision of any agreement, contract or other instrument to which the Delaware Corporation is a party or by which it or its property is bound or (iv) breach or otherwise violate any existing obligation of the Delaware Corporation under any court or administrative order, writ, judgment or decree that names the Delaware Corporation and is specifically directed to it or its property.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE DELAWARE CORPORATION

The Florida Corporation represents and warrants to the Delaware Corporation that:

SECTION 5.01. *Corporate Existence and Power.* The Florida Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

SECTION 5.02. *Corporate Authorization.* The execution, delivery and performance by the Florida Corporation of this Agreement and the consummation by the Florida Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate actions subject to the approval thereof of the requisite number of the stockholders of the Florida Corporation. This Agreement constitutes a valid, binding and enforceable agreement of the Florida Corporation.

SECTION 5.03. *Governmental Authorization.* The execution, delivery and performance by the Florida Corporation of this Agreement and the consummation of the Merger by the Florida Corporation require no action by or in respect of, or filing with, any governmental body, agency, official or authority.

SECTION 5.04. *No Violation.* The execution, delivery and performance by the Florida Corporation of this Agreement and the consummation by the Florida Corporation of the transactions contemplated hereby do not and will not (i) violate the Certificate of Incorporation or By-laws of the Florida Corporation, (ii) violate any provision of any law, rule or regulation applicable to the Florida Corporation, (iii) breach, or result in a default under, any existing obligation of the Florida Corporation under any provision of any agreement, contract or other instrument to which the Florida Corporation is a party or by which it or its property is bound or (iv) breach or otherwise violate any existing obligation of the Florida Corporation under any court or administrative order, writ, judgment or decree that names the Florida Corporation and is specifically directed to it or its property.

ARTICLE VI CONDITIONS TO THE MERGER

SECTION 6.01. *Conditions to the Obligations of Each Party.* The obligations of the Delaware Corporation and the Florida Corporation to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

- (i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;
- (ii) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and
- (iii) this Agreement shall have been adopted by the requisite number of the stockholders of the Florida Corporation required by and in accordance with applicable law.

ARTICLE VII TERMINATION

SECTION 7.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(i) by mutual written consent of the Delaware Corporation and the Florida Corporation;

(ii) by either the Delaware Corporation or the Florida Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware Corporation or the Florida Corporation from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 7.02. *Effect of Termination.* If this Agreement is terminated pursuant to Section 7.01 or if this Agreement is not effectuated for any reason, including, without limitation, as a result of a court decision, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE VIII MISCELLANEOUS

SECTION 8.01. *Authorization.* The Surviving Corporation shall be authorized, at such time in its sole discretion as it deems appropriate to execute, acknowledge, verify, deliver, file and record, any and all documents and instruments including, without limitation, the Certificate of Merger, and shall do and perform any and all acts required by applicable law which the Surviving Corporation deems necessary or advisable, in order to effectuate the Merger.

SECTION 8.02. *Survival of Representations and Warranties.* The representations and warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the termination of this Agreement.

SECTION 8.03. *Amendments; No Waivers.* (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Florida Corporation, and by the Delaware Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 8.04. *Integration.* All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Delaware Corporation and the Florida Corporation, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Delaware Corporation and the Florida Corporation with respect to the subject matter hereof.


SECTION 8.05. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 8.06. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.


SECTION 8.07. *Counterparts; Effectiveness.* This Agreement may be assigned in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by the respective authorized representatives as of the day and year first-above written.

LRX PROPERTIES, INC.

By: 
Name: LOUIS P. McSHON
Title: PRES.

CENTURY PLAZA MERGER, INC.

By: 
Name: LOUIS P. McSHON
Title: PRES.

**CERTIFICATE OF MERGER
OF LRX PROPERTIES, INC. INTO
CENTURY PLAZA MERGER, INC.
dated: March 30, 1998**

The undersigned corporation formed and existing under and by virtue of the General Corporation Law of the State of Delaware, 8 *Del. C.* § 101, *et seq.* (the "Delaware Law"),

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
LRX Properties, Inc.	Florida
Century Plaza Merger, Inc.	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged in accordance with Section 252(c) of the Delaware Law and in accordance with Section 607.1103 of the Florida Business Corporation Law by (i) Century Plaza Merger, Inc. and (ii) LRX Properties, Inc.

THIRD: The name of the surviving Delaware corporation is Century Plaza Merger, Inc.

FOURTH: The merger of LRX Properties, Inc. and Century Plaza Merger, Inc. shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware and the filing of the Articles of Merger with the Department of State of the State of Florida.

FIFTH: The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 580 West Germantown Pike, Plymouth Meeting, PA 19462.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder or any person holding an interest in LRX Properties, Inc. or Century Plaza Merger, Inc.

CENTURY PLAZA MERGER, INC.

By: _____

Name:

Title:

STATE OF FLORIDA
ARTICLES OF MERGER
OF
LRX PROPERTIES, INC.
A FLORIDA CORPORATION,
INTO
CENTURY PLAZA MERGER, INC.
A DELAWARE CORPORATION

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following articles of merger:

FIRST: The plan of merger is as follows:

(1) LRX Properties, Inc., a Florida corporation ("Florida Corporation"), shall be merged, in accordance with Section 607.1101 of the Florida Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, with and into Century Plaza Merger, Inc., a Delaware corporation (the "Company"), which shall be the surviving corporation (the "Merger"). The Company, as such surviving corporation, is referred to herein as the "Surviving Corporation."

(2) At the Effective Time (which shall be such time as these Articles of Merger are filed with the Department of State of the State of Florida), by virtue of the Merger and without any action on the part of the sole stockholder of the Florida Corporation, each issued and outstanding share of common stock, par value \$0.01 per share, of the Florida Corporation ("Florida Corporation Common Stock") shall be converted into one share of common stock, par value \$0.01 per share, of the Surviving Corporation.

(3) The articles of incorporation of the Company, as in effect immediately prior to the Effective Date of the Merger, shall be the articles of incorporation of the Surviving Corporation unless and until the same shall be amended in accordance with the General Corporation Law of the State of Delaware and such articles of incorporation.

SECOND: The Merger shall be effective upon the filing of these Articles of Merger with the Department of State of the State of Florida and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

THIRD: The plan of merger was adopted by the Board of Directors of the Delaware Corporation on the 27th day of March, 1998, and was adopted by the Board of Directors and the sole Shareholder of the Florida Corporation on the 27th day of March, 1998. Approval of the Merger by the shareholders of the Delaware Corporation was not required.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

* * *

Signed this 30th day of March, 1998.

LRX Properties, Inc.,
a Florida corporation

By: _____
Name:
Title:

Century Plaza Merger, Inc.,
a Delaware corporation

By: _____
Name:
Title: