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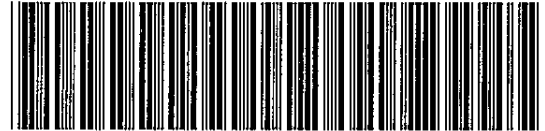
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CAPITAL CONNECTION, INC.

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Floribbean Properties, LLC

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- Art. of Amend. File _____
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- Driving Record _____
- UCC 1 or 3 File _____
- UCC 11 Search _____
- UCC 11 Retrieval _____
- Courier _____

Signature _____

Requested by: _____

Name WC

Date 11/17

Time 11:00

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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.

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Floribbean Properties, Inc. 615 Bayshore Drive, #700 Ft. Lauderdale, FL 33304 Florida Document/Registration Number: P03000028617 FEI Number: 42-1581002	Florida	Corporation
2. Floribbean Properties, LLC 615 Bayshore Drive, #700 Ft. Lauderdale, FL 33304 Florida Document/Registration Number: L04000066640 FEI Number: 20-1640537	Florida	LLC

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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>
1. Floribbean Properties, LLC. 615 Bayshore Drive, #700 Ft. Lauderdale, FL 33304 Florida Document/Registration Number: L04000066640 FEI Number: 20-1640537	Florida	LLC

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, an/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 that is a party to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: 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.

SIXTH: The merger shall become effective as of: November 17, 2004.

SEVENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

EIGHTH: Signatures for each party:

FLORIBBEAN PROPERTIES, INC.

By: 

Richard C. Malone, President

FLORIBBEAN PROPERTIES, LLC.

By: 

Richard C. Malone, Presiding Member

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me on November 16,
2004 by **RICHARD C. MALONE**, who is personally known to me or who has produced
_____ as identification, and who did take an oath.

My Commission Expires:


NOTARY PUBLIC

SUSAN EL SHEIKH
Notary Public, State of Florida
My comm. exp. Dec. 13, 2004
Comm. No. CC 983729

PLAN OF 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>
Floribbean Properties, Inc.	Florida
Floribbean Properties, LLC	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
Floribbean Properties, LLC	Florida

THIRD: The terms and conditions of the merger are as follows: When this Plan of Merger becomes effective, the separate corporate existence of Floribbean Properties, Inc. shall cease, and Floribbean Properties, LLC shall succeed, without other transfer to all the rights and property of Floribbean Properties, Inc. and shall be subject to all the debts and liabilities of Floribbean Properties, Inc. in the same manner as if Floribbean Properties, LLC had itself incurred them. All rights of creditors and all liens on the property of Floribbean Properties, Inc. shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the transfer.

FOURTH: 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, or rights to acquire interests, shares, obligations or other securities of the surviving entity in whole or in part, are as follows: In exchange for the shares of Floribbean Properties, Inc. surrendered by its shareholders, Floribbean Properties, LLC will issue to and transfer to these shareholders, on the basis set forth in Article SIXTH below, member units in and to Floribbean Properties, LLC. The members of Floribbean Properties, LLC will retain their member units in Floribbean Properties, LLC.

FIFTH: If a limited liability company is the surviving entity, the name and address of the managing member are as follows:

Richard C. Malone
615 Bayshore Drive, #700
Ft. Lauderdale, FL 33304

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

A. Floribbean Properties, LLC will carry on the business with the assets of Floribbean Properties, Inc., as well as with the assets of Floribbean Properties, LLC.

B. The shareholders of Floribbean Properties, Inc. will surrender all of their shares in the manner set forth hereinabove.

C. As a material inducement to Floribbean Properties, LLC to execute this Plan of Merger and perform its obligations under this Plan, Floribbean Properties, Inc. represents and warrants to Floribbean Properties, LLC, as follows:

1. Floribbean Properties, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conduct. Floribbean Properties, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

2. All required federal, state, and local tax returns of Floribbean Properties, Inc. have been accurately prepared and duly and timely filed, an all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Floribbean Properties, Inc. has not been delinquent in the payment of any tax or assessment.

D. As a material inducement to Floribbean Properties, Inc. to execute this Plan of Merger and perform its obligations under this Plan, Floribbean Properties, LLC represents and warrants to Floribbean Properties, Inc., as follows:

1. Floribbean Properties, LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted. Floribbean Properties, LLC is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

E. Except as limited by this paragraph, pending consummation of the merger, each of the constituent entities will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business

contacts. Except with the prior consent in writing of Floribbean Properties, LLC, pending consummation of the merger, Floribbean Properties, Inc. shall not:

1. Create or issue any indebtedness for borrowed money.
2. Enter into any transaction other than those involved in carrying on its ordinary course of business.

F. This Agreement shall be submitted separately to the shareholders of the constituent entities in the manner provided by the laws of the State of Florida for approval.

G. Except as may be expressly waived in writing by Florida Properties, Inc., all of the obligations of Floribbean Properties, Inc. under this Plan of Merger are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Floribbean Properties, LLC:

1. The representations and warranties made by Floribbean Properties, LLC to Floribbean Properties, Inc. in Paragraph C. of this Plan of Merger and in any document delivered pursuant to this Plan shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects.

2. Floribbean Properties, LLC shall have performed and complied with all agreements and conditions required by this Plan of Merger to be performed and complied with by it prior to or on the Effective Date.

3. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Plan.

4. All corporate and other proceedings and action taken in connection with the transactions contemplated by this Plan and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Floribbean Properties, Inc.

H. Except as may be expressly waived in writing by Floribbean Properties, LLC, all of the obligations of Floribbean Properties, LLC under this Plan are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Floribbean Properties, Inc.:

1. The representations and warranties made by Floribbean Properties, Inc. to Floribbean Properties, LLC in Paragraph C of this Plan and in any document delivered pursuant to this Plan shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Floribbean Properties, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Floribbean Properties, LLC and shall either correct the error, misstatement, or omission or obtain a written waiver from Floribbean Properties, LLC.

2. Floribbean Properties, Inc. shall have performed and complied with all agreements and conditions required by this Plan to be performed and complied with by it prior to or on the Effective Date.

3. No action or proceeding by any governmental body or agency shall have been threatened, asserted or instituted to restrain or prohibit the carrying out of the

transactions contemplated by this Plan.

I. The holders of shares of Floribbean Properties, Inc. shall surrender their shares to Floribbean Properties, LLC promptly after the Effective Date, in exchange for membership units of Floribbean Properties, LLC to which they are entitled under this paragraph.

J. The shares of Floribbean Properties, Inc. shall be entitled to receive 100 membership units of Floribbean Properties, LLC, each of \$100.00 par value, being 100% of the total outstanding membership units of Floribbean Properties, LLC to be distributed on the basis of one (1) membership unit for each share of common stock of Floribbean Properties, Inc..

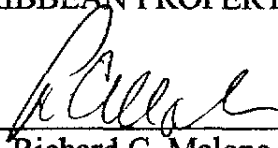
K.1. The present Members of Floribbean Properties, LLC shall continue to serve as the Members of Floribbean Properties, LLC until the next annual meeting or until their successors have been elected and qualified.

2. If a vacancy shall exist with the Members of Floribbean Properties, LLC on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of Floribbean Properties, LLC.

L. The bylaws of Floribbean Properties, LLC, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of Floribbean Properties, LLC until altered, amended, or repealed as provided in the bylaws or as provided by law.

IN WITNESS WHEREOF, this Plan was executed on November 16, 2004.

FLORIBBEAN PROPERTIES, INC.

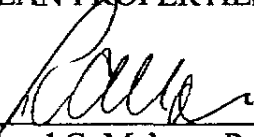
By: 
Richard C. Malone, President

Attest:


By: 
Richard C. Malone, Secretary

(SEAL)

FLORIBBEAN PROPERTIES, LLC

By: 
Richard C. Malone, Presiding Member

Attest:

By: 
Richard C. Malone, Secretary

(SEAL)

This instrument was prepared by:
Charles A. Goff, Esq.
Casoria & Goff, P. A.
#600, 1040 Bayview Drive
Ft. Lauderdale, FL 33304

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me on November 16,
2004, by **RICHARD C. MALONE**, who is personally known to me or who has produced
_____ as identification, and who did take an oath.

My Commission Expires:


NOTARY PUBLIC

SUSAN EL SHEIKH
Notary Public, State of Florida
My comm. exp. Dec. 13, 2004
Comm. No. CC 983729