

L04000070442

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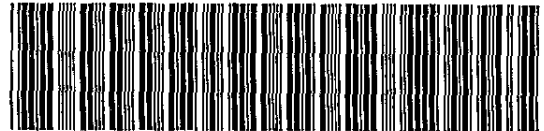
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Acknowledgement

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W. P. Verifier

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10/14/04--01013--001 \*\*122.50

SECRETARY  
TALLAMOUNTAIN, ARIZONA  
2004 OCT 25 A 11:48

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effective date

complete cross entity form  
mgr or mgrm

**LEFKOWITZ, BLOOM & SHAW, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

IVAN M. LEFKOWITZ\*  
GWEN D. BLOOM +  
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430 NORTH MILLS AVENUE  
ORLANDO, FLORIDA 32803

TELEPHONE (407) 425-1974  
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\* BOARD CERTIFIED IN TAXATION AND  
MASTER OF LAWS IN ESTATE PLANNING  
+ ALSO ADMITTED IN MASSACHUSETTS

October 12, 2004

Secretary of State  
Bureau of Corporate Records  
Attn: Corporations Division  
Post Office Box 6327  
Tallahassee, Florida 32314

Re: Aloma Properties, Inc., and  
Aloma Properties, L.L.C.  
Effective Date: October 7, 2004

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2004 OCT 26 A 11:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

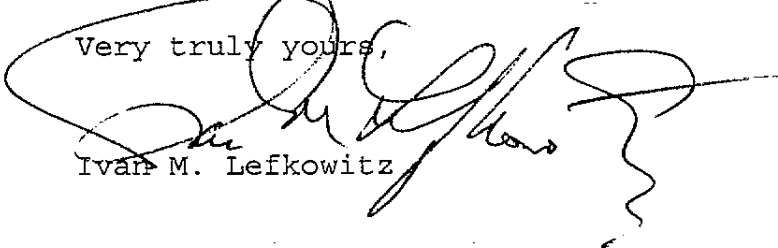
Dear Sir or Madam:

We have enclosed for filing an original and duplicate copy of the Articles of Merger regarding the above Corporations, with the signed Agreement and Plan of Merger attached as Exhibit "A".

Also enclosed is our check in the amount of \$122.50 to cover the \$35.00 filing fee applicable to Aloma Properties, Inc., the \$35.00 filing fee applicable to Aloma Properties, L.L.C., and the \$52.50 fee necessary for a certified copy of the Articles of Merger. Please endorse your approval of the Articles of Merger on the duplicate copy, and return the certified copy to my office at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

  
Ivan M. Lefkowitz

IML:glg  
Enclosures  
cc: Jay Bornstein, D.P.M.

**LEFKOWITZ, BLOOM & SHAW, P.A.**

ATTORNEYS AND COUNSELORS AT LAW

IVAN M. LEFKOWITZ\*  
GWEN D. BLOOM +  
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\* BOARD CERTIFIED IN TAXATION AND  
MASTER OF LAWS IN ESTATE PLANNING  
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October 20, 2004

Secretary of State  
Bureau of Corporate Records  
Attn: Corporations Division  
Post Office Box 6327  
Tallahassee, Florida 32314

Re: Aloma Properties, Inc., and  
Aloma Properties, L.L.C.  
Effective Date: Date of Filing

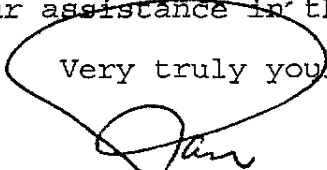
Dear Sir or Madam:

We have enclosed for filing an original and duplicate copy of the Articles of Merger regarding the above Corporations, the signed Agreement and Plan of Merger attached as Exhibit "A", and your letter dated October 15, 2004. We previously paid to you \$122.50 to cover the \$35.00 filing fee applicable to Aloma Properties, Inc., the \$35.00 filing fee applicable to Aloma Properties, L.L.C., and the \$52.50 fee necessary for a certified copy of the Articles of Merger.

Please endorse your approval of the Articles of Merger on the duplicate copy, and return the certified copy to my office at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,



Ivan M. Lefkowitz

IML:glg  
Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

October 15, 2004

IVAN M. LEFKOWITZ  
LEFKOWITZ, BLOOM & SHAW, P.A.  
430 NORTH MILLS AVENUE  
ORLANDO, FL 32803

SUBJECT: ALOMA PROPERTIES, L.L.C.  
Ref. Number: L04000070442

We have received your document for ALOMA PROPERTIES, L.L.C. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

The effective day must be specific and cannot be prior to the date of filing.

You may want to use our cross entity merger application.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6913.

Diane Cushing  
Document Specialist

Letter Number: 204A00059474

**ARTICLES OF MERGER  
OF  
ALOMA PROPERTIES, INC.,  
a Florida corporation,  
with and into  
ALOMA PROPERTIES, L.L.C.,  
a Florida Limited Liability Company**

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TALLAHASSEE, FL

Pursuant to the provisions of §607.1105 and §607.1108, Florida Statutes, the undersigned, on behalf of ALOMA PROPERTIES, INC., a Florida corporation, 3009 Aloma Avenue, Winter Park, Florida 32792, Document No. J49160, FEI Number 59-2775479, and ALOMA PROPERTIES, L.L.C., a Florida Limited Liability Company, 3009 Aloma Avenue, Winter Park, Florida 32792, Document No. L04000070442, FEI Number 20-1703164, each adopted the following Articles of Merger:

1. The Agreement and Plan of Merger, dated October 7, 2004 (the "Plan of Merger") between ALOMA PROPERTIES, INC. and ALOMA PROPERTIES, L.L.C. was approved and adopted by all of the members of ALOMA PROPERTIES, L.L.C., a Florida Limited Liability Company on October 7, 2004 and was approved and adopted by all of the shareholders and all of the directors of ALOMA PROPERTIES, INC., a Florida corporation, on October 7, 2004.

2. Pursuant to the Agreement and Plan of Merger, all issued and outstanding shares of stock of ALOMA PROPERTIES, INC., a Florida corporation, will be acquired by means of a merger into ALOMA PROPERTIES, L.L.C., a Florida Limited Liability Company, with ALOMA PROPERTIES, L.L.C., the Florida Limited Liability Company, being the surviving entity.

3. The Plan of Merger meets the requirements of sections 607.1108 and 608.438, Florida Statutes, and was approved by each domestic corporation and limited liability company, that is a party to the merger in accordance with Chapters 607 and 608, Florida Statutes, and is attached as Exhibit A and incorporated by reference into these Articles as if it were fully set forth herein.


4. The effective date of the merger shall be the later of October 7, 2004 or the date of filing.

5. The Plan of Merger was approved by the shareholders and directors of ALOMA PROPERTIES, INC. in accordance with Florida law. The merger is not prohibited by the operating agreement or articles of organization of ALOMA PROPERTIES, L.L.C. Burton Bornstein, as Manager, has been authorized as the representative of the members of ALOMA PROPERTIES, L.L.C. for purposes of executing these Articles of Merger.

IN WITNESS WHEREOF the parties have set their hands this 7th  
of October, 2004.

ALOMA PROPERTIES, INC. Florida  
Corporation

By:

  
ARVIND K. OBERAI, D.D.S.  
President

ALOMA PROPERTIES, L.L.C., a Florida  
Limited Liability Company

By:

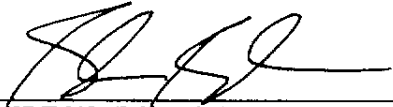
  
BURTON BORNSTEIN, D.P.M.,  
Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of October 1, 2004 by and between ALOMA PROPERTIES, L.L.C., a Florida corporation (the "Surviving Company") and ALOMA PROPERTIES, INC., a Florida corporation (the "Merging Corporation").

WHEREAS, the parties desire that the Merging Corporation merge with and into the Surviving Company (the "Merger"); and

WHEREAS, the Board of Directors of the Merging Corporation deems the Merger advisable and in the best interests of the Merging Corporation and its shareholders and has adopted a resolution approving this Agreement providing for the Merger; and

WHEREAS, the members of the Surviving Company deems the Merger advisable and in the best interests of the Surviving Company and its members and has adopted a resolution approving this Agreement providing for the Merger; and

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, representations, warranties and covenants herein contained and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner of converting the capital stock of the Merging Corporation into membership interests of capital of the Surviving Company, and such other provisions as are deemed desirable in connection with the Merger, the parties, intending to be bound, hereby agree as follows:

ARTICLE I  
THE MERGER

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapters 607 and 608 of the Florida Statutes (the "FLS"), at the Effective Time (as hereafter defined), the Merging Corporation will be merged with and into the Surviving Company. The Merging Corporation shall be the merging corporation under the Merger and its separate corporate existence shall cease as of the Effective Time. The Surviving

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TALLAHASSEE

Company shall be the surviving entity under the Merger and shall continue to be governed by the FLS, shall retain its name "ALOMA PROPERTIES, L.L.C." and shall succeed to and assume all rights and obligations of the Merging Corporation in accordance with the FLS. On the Effective Time of the Merger, the separate existence of the Merging Corporation shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Merging Corporation, without the necessity for any separate transfer. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger.

1.2. Effective Time. The parties shall execute and file Articles of Merger in the form required by the FLS with the Florida Secretary of State (the "Florida Articles of Merger"). The Merger shall become effective upon the latest to occur of (a) the time that the Florida Articles of Merger are filed with the Florida Secretary of State, or (b) at such later time as may be mutually agreed upon by the parties and specified in the Florida Articles of Merger, more specifically October 1, 2004 (the "Effective Time").

1.3. Effects of the Merger. The Merger shall have the effects set forth in the FLS.

(a) Certificate of Organization and Operating Agreement. The Articles of Organization and the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and the Operating Agreement of the Surviving Company from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

(b) Management. The managers of the Surviving Company serving immediately prior to the Effective Time shall be the managers of the Surviving Company from and after the Effective Time until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

(c) Officers. The officers, if any, of the Surviving Company serving immediately prior to the Effective Time shall be the officers of the Surviving Company (retaining their respective positions and terms of office) from and after the Effective Time until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.



## **ARTICLE II CONVERSION OF STOCK**

2.1 Conversion of the Merging Corporation Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, each issued and outstanding share of common stock of the Merging Corporation (collectively, the "Merging Corporation Sharers") shall automatically be converted into an identical unit of membership interest of the Surviving Company, and all certificates formerly representing the Merging Corporation's Shares shall be deemed canceled and of no effect in representing an equity interest in the Surviving Company. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, all of the Merging Corporation's outstanding shares, if any, shall be canceled and shall not represent any equity interest in the Surviving Company.

## **ARTICLE III TAX PROVISIONS**

3.1 Tax Treatment. The parties agree that the Merger will result in a liquidation of the Merging Corporation under the Internal Revenue Code of 1986 (the "Code") and a contribution of the assets and liabilities of the Merging Corporation to capital of the Surviving Company. The parties will prepare and file their state and federal income tax returns on a basis consistent with this intent and will take such action as may be necessary to obtain such qualifications.

## **ARTICLE IV MISCELLANEOUS**

4.1 Assignment. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either party, in whole or in part, without the consent of the other parties hereto, and any attempted assignment in violation of this prohibition shall be null and void. If this Agreement is assigned with such consent, the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective assigns; provided, however, that no assignment of this Agreement or any of the rights or obligations hereunder shall relieve any party of its obligations under this Agreement.

4.2. Law Governing. This Agreement will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

4.3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.4. Amendment and Waiver. Any of the terms or conditions of this Agreement may be waived, amended or modified in whole or in part at any time to the extent authorized by applicable law, by a writing signed by the parties hereto.

4.5. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters contained herein, and supersedes all prior agreements and understandings between the parties with respect thereto.

4.6. Remedies. Subject to the terms hereof, in the event of any willful breach of this Agreement in any material respect by any of the parties hereto, any other party hereto damaged shall have all the rights, remedies and causes of action available at law or in equity.

4.7. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.8. Location of Office in Florida. The Surviving Company's registered office in the State of Florida will be 430 North Mills Avenue, Orlando, Florida 32803. The name of its registered agent at such address is IVAN M. LEFKOWITZ.

4.9. Approval of ALOMA PROPERTIES, L.L.C. Members. This Plan of Merger has been approved by a unanimous vote of the Members of the Surviving Company, in full compliance with all of the provisions of Section 608.4381 of the Florida Statutes.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.


ALOMA PROPERTIES, INC., a Florida Corporation

By:

  
ARVIND K. OBERAI, D.D.S.,  
President

ALOMA PROPERTIES, L.L.C., a Florida Limited Liability Company

By:

  
BURTON BORNSTEIN, D.P.M.,  
Manager