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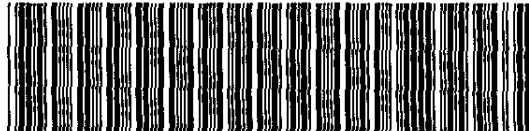
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CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: TRACY SPEAR

DATE: 04/06/05

REF. #: 0001126.50406

CORP. NAME: P.A.C. TWO, LLC into PINELANDS-KENDALL HOTEL, LLC

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TALLAHASSEE, FLORIDA
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|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 516689 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

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| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

ARTICLES OF MERGER
OF
P.A.C. Two, LLC
(a Florida limited liability company)
into
Pinelands-Kendall Hotel, LLC
(a Florida limited liability company)

Dated: April 6, 2006

The undersigned limited liability companies formed and existing under the laws of the State of Florida,

DO 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>
P.A.C. Two, LLC	Florida
Pinelands-Kendall Hotel, LLC	Florida

SECOND: An Agreement and Plan of Merger has been approved and executed by (i) P.A.C. Two, LLC, a Florida limited liability company (the "Merging Entity") and (ii) Pinelands-Kendall Hotel, LLC (the "Surviving Entity"), a copy of which is attached.

THIRD: The name of the surviving domestic limited liability company is Pinelands-Kendall Hotel, LLC.


FOURTH: The merger of the Merging Entity into the Surviving Entity shall be effective immediately upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 5414 N.W. 72 Avenue, Miami, FL 33166.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the Merging Entity and the Surviving Entity.


IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be duly executed.

P.A.C. TWO, LLC, a Florida limited liability company

By: 
Seth Fellman, President

PINELANDS-KENDALL HOTEL, LLC, a Florida limited liability company

By: PKH Management, Inc.,
a Florida corporation, its Manager

By: 
Seth Fellman, President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of April 6, 2006 (this "Agreement"), by and between P.A.C. TWO, LLC, a Florida limited liability company ("P.A.C."), and PINELANDS-KENDALL HOTEL, LLC, a Florida limited liability company ("P-K").

WITNESSETH:

WHEREAS, P-K desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of P.A.C. by means of a merger of P.A.C. with and into P-K;

WHEREAS, Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act") authorizes the merger of a Florida limited liability company with and into a Florida limited liability company;

WHEREAS, P.A.C. and P-K now desire to merge (the "Merger"), following which P-K shall be the surviving entity; and

WHEREAS, the Managers and Members of P.A.C. and P-K have approved 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 April 6, 2006, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as P.A.C. and P-K shall determine, P-K, which shall be the surviving entity, shall file articles of merger (the "Articles of Merger") with the Secretary 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 is specified in the Articles of Merger (the "Effective Time").

(b) At the Effective Time, P.A.C. shall be merged with and into P-K, whereupon the separate existence of P.A.C. shall cease, and P-K shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 608.4383 of the Act.

SECTION 1.02. Exchange of Interests. At the Effective Time, the limited liability company membership interests in P.A.C. outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the holder thereof, be converted in a ~~34%~~ 31.40% limited liability company membership interest in P-K, the Surviving LLC.

ARTICLE II

THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Articles of Organization and Operating Agreement. The articles of organization and the operating agreement of P-K in effect at the Effective Time shall be the articles of organization and operating agreement of the Surviving LLC unless and until amended in accordance with applicable law and the holder of membership interest in P.A.C. shall enter into the operating agreement. The name of the Surviving LLC shall be PINELANDS-KENDALL HOTEL, LLC.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, P-K shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of P.A.C., and all of the assets and property of whatever kind and character of P.A.C. shall vest in P-K without further act or deed; thereafter, P-K, as the Surviving LLC, shall be liable for all of the liabilities and obligations of P.A.C. and any claim or judgment against P.A.C. may be enforced against P-K, as the Surviving LLC, in accordance with Section 608.4383 of the Act.

SECTION 3.02. Further Assurances. If at any time P-K 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 LLC the title to any property or right of P.A.C., or otherwise to carry out the provisions hereof, the proper representatives of P.A.C. 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 LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. 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 P.A.C. and P-K; or
- (ii) by either P.A.C. or P-K, 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 P.A.C. or P-K from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of P.A.C. and P-K to consummate the Merger are subject to 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; and
- (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.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. 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 P.A.C. and P-K.

(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 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between P.A.C. and P-K, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between P.A.C. and P-K with respect to the subject matter hereof.

SECTION 6.03. 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 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflict of laws.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed 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 as of the day and year first above written.

P.A.C. TWO, LLC,
a Florida limited liability company

By: 
Seth Fellman, President

PINELAND-KENDALL HOTEL, LLC,
a Florida limited liability company

By: PKH Management, Inc.,
a Florida corporation, its Manager

By: 
Seth Fellman, President