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**MERGER OR SHARE EXCHANGE
CONSOLIDATED COMPANIES GROUP CO.**

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$105.00

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SECRETARY OF STATE
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**ARTICLES OF MERGER
OF
GABLES EDGE PARKS CO.
a Florida corporation and
TROPICAL TRAILER PARK, INC.
a Florida corporation
into
LINCOLN NATIONAL PROPERTY CO.
a Florida corporation**

ARTICLES OF MERGER between **LINCOLN NATIONAL PROPERTY CO.**, a Florida corporation ("Surviving Corporation") and **GABLES EDGE PARKS CO.**, a Florida corporation **TROPICAL TRAILER PARK, INC.**, a Florida corporation (collectively the "Nonsurviving Corporations").

Pursuant to §607.1105 of the Florida Statutes, the Surviving corporation and the Nonsurviving corporations adopt the following Articles of Merger:

ARTICLE - 1

The name of the Surviving corporation has been changed as a result of the Merger. The name of the corporation surviving the Merger is:

**CONSOLIDATED COMPANIES GROUP CO.,
a Florida corporation**

ARTICLE - 2

The Surviving corporation is a domestic corporation, incorporated in the State of Florida on the 10th day of March, 1994.

ARTICLE - 3

The name of the Nonsurviving corporations are:

GABLES EDGE PARKS CO., a Florida corporation, and **TROPICAL TRAILER PARK, INC.**, a Florida corporation

ARTICLE - 4

The state of domicile of the Nonsurviving corporation **GABLES EDGE PARKS CO.** is the State of Florida and the date of incorporation of the Nonsurviving corporation **GABLES EDGE PARKS CO.** is the 16th day of April, 1998. The state of domicile of the Nonsurviving corporation **TROPICAL TRAILER PARK, INC.** is the State of Florida and the date of incorporation of the Nonsurviving corporation **TROPICAL TRAILER PARK, INC.** is the 9th day of May, 1996.

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ARTICLE - 5

The Plan of Merger dated the 30th day of December, 2010 ("Plan of Merger"), between Surviving corporation and the Nonsurviving corporation was adopted by the Board of Directors of the Surviving corporation as of the 30th day of December, 2010, and approved by the Shareholders of the Surviving corporation as of the 30th day of December, 2010, pursuant to §607.1103(1) of the Florida Statutes and was adopted by the Board of Directors of the Nonsurviving corporation as of 30th day of December, 2010, and approved by the Shareholders of the Nonsurviving corporation as of the 30th day of December, 2010, pursuant to §607.1103(1) of the Florida Statutes.

ARTICLE - 6

Pursuant to the Plan of Merger, all issued and outstanding shares of the Nonsurviving corporations' stock will be acquired by means of a merger of the Nonsurviving corporations into the Surviving corporation (hereinafter the "Merger").

ARTICLE - 7

The Plan of Merger as approved is on file at the principal place of business of the Surviving corporation at 939 NW 81st Street, Miami, Florida, and is attached as Exhibit "A" and incorporated by reference as if fully set forth.

ARTICLE - 8

The Surviving corporation shall furnish a copy of the Plan of Merger on request and without cost to any Shareholder of any such merging corporation.

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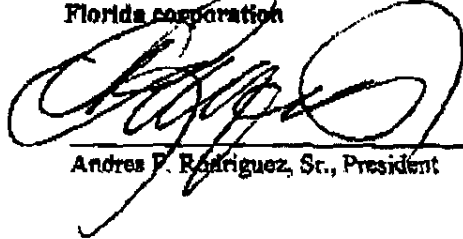
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ARTICLE - 9

Pursuant to §607.1105(1)(b) of the Florida Statutes, the date and time of the effectiveness of the Merger shall be the 30th day of December, 2010.

IN WITNESS WHEREOF, the parties have set their hands this 30th day of December, 2010.

**GABLES EDGE PARKS CO., a
Florida corporation**



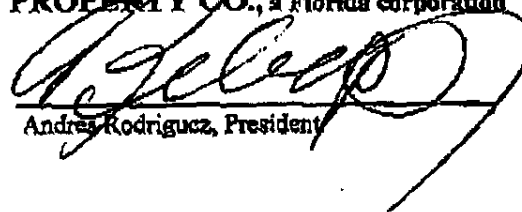
Andres F. Rodriguez, Sr., President

**TROPICAL TRAILER PARK,
INC.**



Andres E. Rodriguez Sr., President

**LINCOLN NATIONAL
PROPERTY CO., a Florida corporation**



Andres Rodriguez, President

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PLAN OF MERGER

Merger between LINCOLN NATIONAL PROPERTY CO., a Florida corporation (the "Surviving Corp."), GABLES EDGE PARKS CO., a Florida corporation, and TROPICAL TRAILER PARK, INC., a Florida corporation (collectively the "Disappearing Corp."), (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger (the "Plan") in accordance with §607.1101 and §607.1107 *et seq.* of the Florida Business Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of the Surviving Corp., as in effect immediately prior to the Effective Date shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by Law.

2. Distribution to Shareholders of the Constituent Corporations. Upon the Effective Date, each share of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall without more be converted into and exchanged for ONE SHARE of common stock in the Surviving Corp. with a par value of \$1.00 in accordance with this Plan. Upon the effective date, 100 SHARES shall represent all of the issued and outstanding shares in the common stock of the Surviving Corp. Each share of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of Surviving Corp. stock.

3. Satisfaction of Rights of Disappearing Corp. Shareholders. All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'s stock shall have been converted and become exchangeable for pursuant to this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Fractional Shares. Fractional shares of Surviving Corp.'s stock will not be issued. None of the former holders of Disappearing Corp. stock owned fractional shares.

5. Effect of Merger. On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities and duties, all as more particularly set forth in §607.1106 of the Act.

6. Supplemental Action. If at any times after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate Officers of Surviving Corp. or Disappearing Corp., as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

7. Filing with the Florida Department of State and Effective Date. Upon the adoption of the Plan by Constituent Corporations' Board of Directors and the execution of this Plan, Disappearing Corp. and Surviving Corp. shall cause their respective President and Secretary to execute Articles of Merger in the form attached hereto and upon such execution, this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Department of State. In accordance with §607.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles as specified herein.

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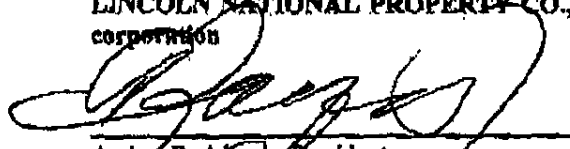
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8. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Corporations which is, or the Shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the Shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Act.

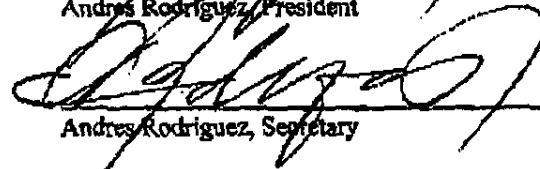
9. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the Shareholders of the respective Constituent Corporations.

IN WITNESS WHEREOF, the parties have set their hands this 30th day of December, 2010.

LINCOLN NATIONAL PROPERTY CO., a Florida corporation

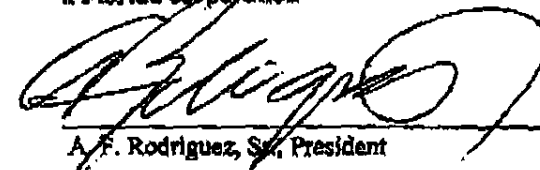


Andres Rodriguez, President



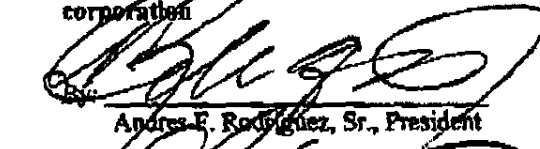
Andres Rodriguez, Secretary

GABLES EDGE PARKS CO., a Florida corporation

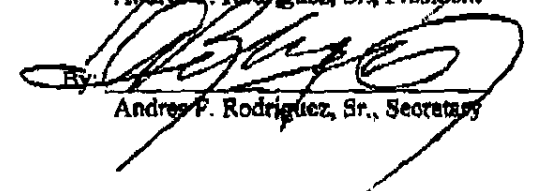


A. F. Rodriguez, Sr., President

TROPICAL TRAILER PARK, INC., a Florida corporation



Andres F. Rodriguez, Sr., President



Andres F. Rodriguez, Sr., Secretary

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AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement"), dated the 30th day of December, 2010, by and between **LINCOLN NATIONAL PROPERTY CO.**, a Florida corporation (hereinafter, "LINCOLN NATIONAL") and **GABLES EDGE PARKS CO.**, a Florida corporation (hereinafter, "GABLES EDGE"), and **TROPICAL TRAILER PARK, INC.**, a Florida corporation (hereinafter, "TROPICAL") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, LINCOLN NATIONAL, GABLES EDGE and TROPICAL have reached an agreement for the merger of GABLES EDGE and TROPICAL with and into LINCOLN NATIONAL (the "Merger") in accordance with the applicable provisions of the laws of the States of Florida and Florida.

WHEREAS, LINCOLN NATIONAL, GABLES EDGE and TROPICAL wish to enter into this definitive agreement setting forth the terms and conditions of the Merger. For federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants, agreements, representations and warranties hereinafter contained, LINCOLN NATIONAL, GABLES EDGE and TROPICAL hereby agree as follows:

ARTICLE I TRANSACTIONS AND TERMS OF MERGER

1.1 **Merger.** Subject to the terms of this Agreement, on the Effective Date (as defined in Section 1.2), GABLES EDGE and TROPICAL shall be merged with and into LINCOLN NATIONAL, and the separate existence of GABLES EDGE and TROPICAL shall thereupon cease, all in accordance with the applicable provisions of the Florida Business Corporation Act ("FBCA"). LINCOLN NATIONAL shall be the surviving corporation of the Merger (sometimes referred to herein as the "Surviving Entity") and shall continue to be governed by the FBCA and the separate corporate existence of LINCOLN NATIONAL and all of its rights, privileges, immunities and franchises, public and private, and all of its duties and liabilities as a corporation organized under the FBCA, will continue unaffected by the Merger. All rights and obligations, and all assets and liabilities of GABLES EDGE and TROPICAL, possessed by them at the Effective Date shall be transferred to, assumed by and vested in the Surviving Entity.

1.2 **Effective Time of Merger.** Upon the adoption of this Agreement by Constituent Corporations' Board of Directors and the execution of this Agreement, GABLES EDGE, TROPICAL and LINCOLN NATIONAL shall cause their respective Officers to execute Articles of Merger in the form attached hereto and upon such execution, this Agreement shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Entity to the Florida Department of State. In such form as required by, and executed in accordance with, the relevant provisions of the FBCA, the Articles of Merger shall specify the "Effective Date", which shall be the filing date of the Articles as specified herein. Notwithstanding the foregoing, the parties hereto agree that upon the filing of the Articles of Merger, the transactions contemplated by this Agreement shall be deemed for all economic purposes to have been effective as of the close of business on the 30th day of December, 2010.

1.3 **Articles of Incorporation.** From and after the Effective Date, and until thereafter amended as provided by law, the Articles of Incorporation of LINCOLN NATIONAL as in effect immediately prior to the Effective Date shall continue to be, without any changes, the Articles of Incorporation of the Surviving Entity until further amended as permitted by Law.

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1.4 **Bylaws.** From and after the Effective Date, and until thereafter amended as provided by law, the Bylaws of LINCOLN NATIONAL as in effect immediately prior to the Effective Date shall continue to be the Bylaws of the Surviving Entity.

1.5 **Directors and Officers.** On the Effective Date, the following persons shall become the Officers and Directors, respectively, of the Surviving Entity:

President:	A. F. Rodriguez, Sr.
Secretary:	A. F. Rodriguez, Sr.
Directors:	A. F. Rodriguez, Sr.

Such persons shall serve until their successors have been elected and qualified in accordance with law and the Articles of Incorporation and Bylaws of the Surviving Entity.

1.6 **Manner and Basis of Converting Shares.** On the Effective Date, the 100 issued and outstanding shares of common stock, \$1.00 par value, of GABLES EDGE, the same being all of the issued and outstanding shares of GABLES EDGE stock, shall, in the aggregate and by virtue of the Merger and without any action on the part of the holder thereof, be converted into an aggregate of 100 fully paid and nonassessable shares of the common stock, \$1.00 par value, of the Surviving Entity. On the Effective Date, the 10,000 issued and outstanding shares of common stock, \$1.00 par value, of TROPICAL, the same being all of the issued and outstanding shares of TROPICAL stock, shall, in the aggregate and by virtue of the Merger and without any action on the part of the holder thereof, be converted into an aggregate of 10,000 fully paid and nonassessable shares of the common stock, \$1.00 par value, of the Surviving Entity. Upon the effective date 10,000 SHARES shall represent all of the issued and outstanding shares in the common stock of the Surviving Entity. Fractional shares of Surviving Entity's stock will not be issued. None of the former holders of GABLES EDGE stock owned fractional shares.

1.7 **Satisfaction of Rights of GABLES EDGE Shareholders.** All shares of Surviving Entity's stock into which shares of GABLES EDGE stock have been converted pursuant to this Agreement shall be deemed to have been paid in full satisfaction of such converted shares. All shares of Surviving Entity's stock into which shares of TROPICAL stock have been converted pursuant to this Agreement shall be deemed to have been paid in full satisfaction of such converted shares.

1.8 **Time and Place of Closing.** The closing of the transactions contemplated hereby (the "Closing") shall take place at 9:00 o'clock A.M. on December 30, 2010, or as soon as practicable thereafter as the conditions set forth herein are satisfied or waived and contemporaneously with the filing of the Articles of Merger, at the offices of LINCOLN NATIONAL, or at such other location as the parties may agree in writing. The date on which the Closing occurs is referred to as the "Closing Date".

**ARTICLE II
REPRESENTATIONS AND WARRANTIES OF GABLES EDGE**

GABLES EDGE hereby represents and warrants to LINCOLN NATIONAL and TROPICAL as follows:

2.1 **Organization and Standing.** GABLES EDGE is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power to conduct its business as it is now being conducted. Copies of the Articles of Incorporation and Bylaws of GABLES EDGE have been delivered to LINCOLN NATIONAL, and such copies are complete and correct and in full force and effect on the date of this Agreement.

2.2 **No Conflict With Other Documents.** Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will result in any violation, termination or modification of, or be in conflict with, GABLES EDGE 's Articles of Incorporation or Bylaws, any terms of any contracts or other

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instruments to which GABLES EDGE is a party, or any judgment, decree or order applicable to GABLES EDGE, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of GABLES EDGE.

2.3 Authority. The execution, delivery and performance of this Agreement by GABLES EDGE has been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of GABLES EDGE and this Agreement is a valid, legally binding and enforceable obligation of GABLES EDGE.

2.4 Authorization for Shares. On the Closing Date the shares of GABLES EDGE Common Stock referred to in Section 1.6 of this Agreement will have been duly authorized and have been legally and validly issued and will be fully paid and nonassessable and no stockholder of GABLES EDGE will have any preemptive right of subscription or purchase in respect thereof.

2.5 Capitalization. GABLES EDGE's authorized capital stock consists of (i) 7,500 shares of common stock, \$1.00 par value, per share, of which 100 were issued and outstanding as of the 30th day of December, 2010. Since the 30th day of December, 2010, no shares of common stock of GABLES EDGE have been issued. There are no existing options, warrants, calls, subscriptions, or other rights or other agreements or commitments obligating GABLES EDGE to issue, transfer or sell any shares of GABLES EDGE's capital stock. There are no voting trusts or other agreements or understandings to which GABLES EDGE is a party with respect to the voting of capital stock of GABLES EDGE.

2.6 Tax Matters.

(a) All tax returns required to be filed by GABLES EDGE before the date hereof with respect to any of its income, properties or operations, are in all material respects true, complete and correct and have been duly filed in a timely manner, and all taxes required to have been paid in connection with such tax returns have been paid, except where the failure to so file or pay would not have a Material Adverse Effect upon the financial condition, business or operations of GABLES EDGE, taken as a whole.

(b) GABLES EDGE has not taken or agreed to take any action that would prevent the Merger from constituting a reorganization qualifying under the provisions of Section 368(a)(1)(F) of the Code.

(c) GABLES EDGE is not an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code.

(d) GABLES EDGE is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

2.7 Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to the knowledge of GABLES EDGE, threatened against GABLES EDGE.

2.8 Title to Property. GABLES EDGE has good and defensible title to all of its properties and assets, free and clear of all liens, charges and encumbrances.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF TROPICAL

TROPICAL hereby represents and warrants to LINCOLN NATIONAL and GABLES EDGE as follows:

3.1 Organization and Standing. TROPICAL is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power to conduct its business as it is now being conducted. Copies of the Articles of Incorporation and Bylaws of TROPICAL have been delivered to LINCOLN NATIONAL, and such copies are complete and correct and in full force and effect on the date of this Agreement.

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3.2 No Conflict With Other Documents. Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will result in any violation, termination or modification of, or be in conflict with, TROPICAL's Articles of Incorporation or Bylaws, any terms of any contracts or other instruments to which TROPICAL is a party, or any judgment, decree or order applicable to TROPICAL, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of TROPICAL.

3.3 Authority. The execution, delivery and performance of this Agreement by TROPICAL has been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of TROPICAL and this Agreement is a valid, legally binding and enforceable obligation of TROPICAL.

3.4 Authorization for Shares. On the Closing Date the shares of TROPICAL Common Stock referred to in Section 1.6 of this Agreement will have been duly authorized and have been legally and validly issued and will be fully paid and nonassessable and no stockholder of TROPICAL will have any preemptive right of subscription or purchase in respect thereof.

3.5 Capitalization. TROPICAL's authorized capital stock consists of (i) 10,000 shares of common stock, \$1.00 par value, per share, of which 10,000 were issued and outstanding as of the 30th day of December, 2010. Since the 30th day of December, 2010, no shares of common stock of TROPICAL have been issued. There are no existing options, warrants, calls, subscriptions, or other rights or other agreements or commitments obligating TROPICAL to issue, transfer or sell any shares of TROPICAL's capital stock. There are no voting trusts or other agreements or understandings to which TROPICAL is a party with respect to the voting of capital stock of TROPICAL.

3.6 Tax Matters.

(a) All tax returns required to be filed by TROPICAL before the date hereof with respect to any of its income, properties or operations, are in all material respects true, complete and correct and have been duly filed in a timely manner, and all taxes required to have been paid in connection with such tax returns have been paid, except where the failure to so file or pay would not have a Material Adverse Effect upon the financial condition, business or operations of TROPICAL, taken as a whole.

(b) TROPICAL has not taken or agreed to take any action that would prevent the Merger from constituting a reorganization qualifying under the provisions of Section 368(a)(1)(F) of the Code.

(c) TROPICAL is not an investment company as defined in Section 368(a)(2)(F)(iii) and (iv) of the Code.

(d) TROPICAL is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of Section 368(a)(3)(A) of the Code.

3.7 Litigation. There are no claims, actions, suits, proceedings or investigations pending or, to the knowledge of TROPICAL, threatened against TROPICAL.

3.8 Title to Property. TROPICAL has good and defensible title to all of its properties and assets, free and clear of all liens, charges and encumbrances.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF LINCOLN NATIONAL**

LINCOLN NATIONAL hereby represents and warrants to GABLES EDGE and TROPICAL as follows:

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4.1 **Organization and Standing.** LINCOLN NATIONAL is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full corporate power to carry on its respective business as it is now being conducted. LINCOLN NATIONAL has no subsidiaries. In addition, LINCOLN NATIONAL does not own, directly or indirectly, any capital stock or equity securities of any corporation or have any LINCOLN NATIONAL or indirect equity or other ownership interest in any other business. Copies of the charter documents and bylaws of LINCOLN NATIONAL have been delivered to GABLES EDGE, and such copies are complete and correct and in full force and effect.

4.2 **Capitalization of LINCOLN NATIONAL.** LINCOLN NATIONAL's entire authorized capital stock consists of 7500 shares of common stock, \$1.00 par value, which are issued and outstanding and owned of record and beneficially owned by A. F. Rodriguez, Sr. with 100 shares. All such shares of LINCOLN NATIONAL Common Stock have been duly and validly issued and are fully paid, non-assessable and free of any preemptive rights. LINCOLN NATIONAL is not a party to or bound by any options, calls, contracts or commitments of any character relating to any issued or unissued stock or any other equity security issued or to be issued by LINCOLN NATIONAL.

4.3 **LINCOLN NATIONAL's Authority.** The execution, delivery and performance of this Agreement by LINCOLN NATIONAL has been duly authorized by virtue of a resolution adopted at a meeting of the Board of Directors of LINCOLN NATIONAL and this Agreement is a valid, legally binding and enforceable obligation of LINCOLN NATIONAL.

4.4 **No Pending Transactions.** Except for the transactions contemplated by this Agreement, LINCOLN NATIONAL is not a party to or bound by or the subject of any agreement, undertaking or commitment (i) to merge or consolidate with, or acquire all or substantially all of the property and assets of, any other corporation or person, or (ii) to sell, lease or exchange any of its property and assets to any other corporation or person other than transactions which are in the ordinary course of business. Except for the transactions contemplated by this Agreement, LINCOLN NATIONAL sole shareholder is not a party to or bound by or the subject of any agreements, undertaking or commitment to sell or otherwise transfer any of the LINCOLN NATIONAL Common Stock.

ARTICLE V MISCELLANEOUS

5.1 **Filing of Articles of Merger.** The Articles of Merger shall be filed with the Secretary of State of the State of Florida, in such form as required by, and executed in accordance with, the relevant provisions of, the FBCA.

5.2 **Supplemental Action.** If at any times after the Effective Date, Surviving Entity shall determine that any further filings, conveyances, agreements, documents, instruments and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement, the appropriate Officers of Surviving Entity, TROPICAL or GABLES EDGE, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Surviving Entity, any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in Surviving Entity, or to otherwise carry out the provisions of this Agreement.

5.3 **Delivery of Stock Certificates.** The certificates representing all of the outstanding TROPICAL and GABLES EDGE Common Stock shall be delivered at the Closing in proper form for cancellation.

5.4 **Amendment and Waiver.** Any of the terms or conditions of this Agreement may be waived at any time by the one of the Constituent Corporations which is, or the Shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the Shareholders of the Constituent Corporations by an agreement in writing executed in the

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same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with the relevant provision(s) of the FBCA.

5.5 **Termination.** At any time before the Effective Date (whether before or after filing of Articles of Merger), this Agreement may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the Shareholders of the respective Constituent Corporations.

5.6 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, agreements and understandings, whether oral or written, with respect to its subject matter.

5.7 **Modification.** No change or modification of this Agreement shall be valid unless it is in writing and signed by all the parties who are bound by its terms.

5.8 **Severability.** If any provision of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Agreement shall be considered divisible as to such provision, and the remainder of the Agreement shall be valid and binding as though such provision were not included in this Agreement.

5.9 **Benefits Binding Effects.** This Agreement shall be binding upon and shall operate for the benefit of the Parties hereto, their Shareholders and their respective executors, administrators, successors, and assigns.

5.10 **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Agreement, the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Surviving Entity.

5.11 **Notices.** Any notice, demand or other communication required or permitted by this Agreement must be in writing and shall be deemed to have been given and received:

- 5.11.1 if delivered by overnight delivery service or messenger, when delivered, or
- 5.11.2 if mailed, on the third business day after deposit in the United States mail, certified or registered postage prepaid, return receipt requested, or
- 5.11.3 if faxed, telexed or telegraphed, twenty-four hours after being dispatched by fax, telegram or telex; in every case addressed to the party to be notified as follows:

If to LINCOLN NATIONAL:	LINCOLN NATIONAL PROPERTY CO. 939 NW 81 st Street Miami, FL Attention: Andres Rodriguez, President
If to GABLES EDGE:	GABLES EDGE PARKS CO. 5811 SW 56 th Terrace Miami, FL 33143 Attention: Andres F. Rodriguez, Sr., President
If to TROPICAL:	TROPICAL TRAILER PARK, INC. 1398 NW 79 th Street Miami, FL 33144 Attention: Andres F. Rodriguez, Sr., President

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5.12 By-Laws. In the event of any conflicts between the terms and conditions of the By-Laws of the Surviving Entity and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

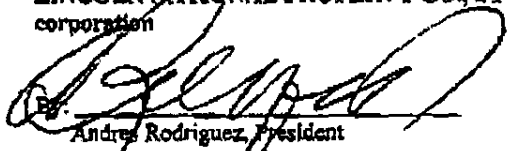
5.13 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

5.14 Governing Law. This Agreement shall be governed by the laws of the State of Florida (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

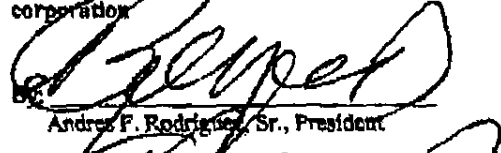
5.15 Facsimile Copy. A facsimile copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

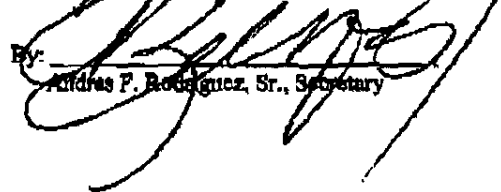
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LINCOLN NATIONAL PROPERTY CO., a Florida corporation



By: Andres Rodriguez, President

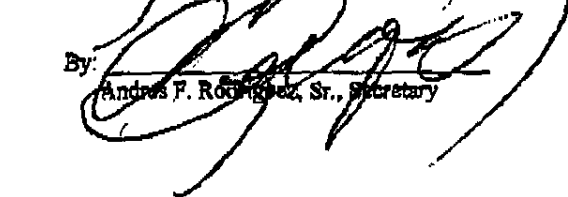
TROPICAL TRUSTEE PARK, INC., a Florida corporation


By: Andres F. Rodriguez, Sr., President


By: Andres F. Rodriguez, Sr., Secretary

GABLES EDGE PARKS CO., a Florida corporation


By: Andres F. Rodriguez, Sr., President


By: Andres F. Rodriguez, Sr., Secretary

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