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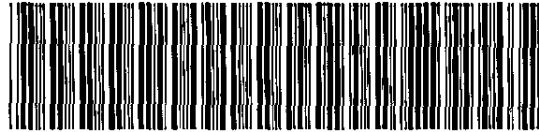
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September 15, 2005

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

Jolar Associates, Ltd. (FL)      merging: Jolar Associates, L.P. (DC)

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include  
Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

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

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA 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 Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

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

**ARTICLES OF MERGER  
OF  
JOLAR ASSOCIATES, L.P., A DISTRICT OF COLUMBIA LIMITED PARTNERSHIP  
INTO  
JOLAR ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP**

Under Section 620.203, Florida Statutes

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 620.203 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

**FIRST:** The names, addresses, jurisdiction of the limited partnerships which are parties to the merger are:

Jolar Associates, L.P.,  
a District of Columbia limited partnership

2664 Airport Road South, Suite 11  
Naples, Florida, 34112-4885

Jolar Associates, Ltd., a Florida limited partnership

2664 Airport Road South, Suite 11  
Naples, Florida, 34112-4885

The surviving limited partnership is Jolar Associates, Ltd., a Florida limited partnership, and it is to be governed by the laws of the State of Florida.

**SECOND:** The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

**THIRD:** The Agreement and Plan of Merger was duly adopted by all of the partners of Jolar Associates, Ltd., a Florida limited partnership as of the 31 day of January, 2005 in accordance with the applicable provisions of Chapter 620 Florida Statutes, and meets the requirements thereof and was duly adopted by all of the partners of Jolar Associates, L.P., a District of Columbia limited partnership as of the 31 day of January, 2005, in accordance with the laws of the District of Columbia and meets the requirements thereof and is effective as of 1/31, 2005.

**FOURTH:** The effective date of the merger shall be as of the filing of these Articles with the Florida Department of State and the filing of Articles of Merger with the District of Columbia Department of Consumer and Regulatory Affairs.

IN WITNESS WHEREOF, each of the limited partnerships party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized General Partners this 31 day of January, 2005.

Jolar Associates, Ltd.,  
a Florida limited partnership

By: L.B. Taishoff  
Lawrence B. Taishoff, General Partner

Jolar Associates, L.P.,  
a District of Columbia limited partnership

By: L.B. Taishoff  
Lawrence B. Taishoff, General Partner

Exhibit "A" - Agreement and Plan of Merger

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER**, dated this 31 day of January, 2005 is made and entered into by and between Jolar Associates, L.P., a District of Columbia limited partnership ("JOLAR DC") and Jolar Associates, Ltd., a Florida limited partnership (the "SURVIVING LIMITED PARTNERSHIP"). JOLAR DC and SURVIVING LIMITED PARTNERSHIP being sometimes referred to herein as the "Constituent Limited Partnerships".

### **WITNESSETH:**

**WHEREAS**, JOLAR DC is a limited partnership duly organized under the laws of the District of Columbia.

**WHEREAS**, the SURVIVING LIMITED PARTNERSHIP is a limited partnership duly organized under the laws of the State of Florida.

**WHEREAS**, all of the Partners of each Constituent Limited Partnership deem it advisable for the general welfare of such Constituent Limited Partnerships and its partners that JOLAR DC be merged into the SURVIVING LIMITED PARTNERSHIP which shall be the surviving limited partnership and that the name of the surviving limited partnership remain Jolar Associates, Ltd.

**WHEREAS**, the Partners of JOLAR DC will receive in exchange for their ownership interest in JOLAR DC, ownership interest in the SURVIVING LIMITED PARTNERSHIP to reflect their ownership interest, as fully described in Article V hereinafter.

**NOW, THEREFORE**, the Constituent Limited Partnerships hereby agree that JOLAR DC shall be merged with and into the SURVIVING LIMITED PARTNERSHIP in accordance with applicable laws of the State of Florida and the District of Columbia and the terms and conditions of the following Agreement and Plan of Merger:

### **ARTICLE I The Constituent Limited Partnerships**

The names of the Constituent Limited Partnerships to the merger are Jolar Associates, L.P., a District of Columbia limited partnership and Jolar Associates, Ltd., a Florida limited partnership.

### **ARTICLE II The Merger**

On the Effective Date (as hereinafter defined) JOLAR DC shall be merged with and into the SURVIVING LIMITED PARTNERSHIP (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Florida Statutes Chapter 620 (the "Florida Law") and Title 33 Chapter 2 of the Code of Laws of the District of Columbia (the "D.C. Law").

### **ARTICLE III Effect of Merger**

From and after the filing of the Articles of Merger in accordance with Article IX hereof, the Constituent Limited Partnerships shall be a single limited partnership which shall be the SURVIVING LIMITED PARTNERSHIP. From and after such filing, the separate existence of JOLAR DC shall cease, while the existence of the SURVIVING LIMITED PARTNERSHIP shall continue unaffected and unimpaired. The SURVIVING LIMITED PARTNERSHIP shall have all

the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited partnership organized under the Florida Law. The SURVIVING LIMITED PARTNERSHIP shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Limited Partnerships. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Limited Partnerships shall be taken and deemed to be transferred to and vested in the SURVIVING LIMITED PARTNERSHIP without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Limited Partnerships, shall not revert or be in any way impaired by reason of such Merger. The SURVIVING LIMITED PARTNERSHIP shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Limited Partnerships, and any claim existing or action or proceeding pending by or against any of the Constituent Limited Partnerships may be prosecuted as if such Merger had not taken place, or the SURVIVING LIMITED PARTNERSHIP may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Limited Partnerships shall be impaired by such Merger.

#### **ARTICLE IV**

##### **Certificate of Limited Partnership**

The Certificate of Limited Partnership and Limited Partnership Agreement of the SURVIVING LIMITED PARTNERSHIP as in effect on the Effective Date shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

The name and address of the General Partner of the SURVIVING LIMITED PARTNERSHIP is:

<b>Name</b>	<b>Address</b>
Lawrence B. Taishoff	2664 Airport Road South, Suite 11 Naples, Florida 34112-4885

#### **ARTICLE V**

##### **Treatment of Shares of Constituent Limited Partnerships**

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Plan of Merger, the ownership interests of each of the Constituent Limited Partnerships currently held by the Partners of those limited partnerships shall be exchanged for ownership interests of the SURVIVING LIMITED PARTNERSHIP in the following manner, and the ownership certificates of the Constituent Limited Partnerships prior to the Merger shall be canceled by the respective Constituent Limited Partnerships:

**5.1** Each ownership interest in Jolar Associates, Ltd., a Florida limited partnership outstanding immediately prior to the filing of the Articles of Merger in accordance with Article IX hereof, shall without any action on the part of the holder thereof, continue in existence as an ownership interest of the SURVIVING LIMITED PARTNERSHIP and there shall be no distributions of cash or securities with respect thereto.

5.2 Each ownership interest of JOLAR DC issued and outstanding immediately prior to the filing of the Articles of Merger, in accordance with Article IX, shall by virtue of the Merger and without any action on the part of the holder thereof, cease to exist, and be canceled and no cash, securities or other property shall be issued in respect thereof.

#### **ARTICLE VI** **Surrender of Certificates**

Each record holder of an outstanding certificate or certificates which represent ownership interests in JOLAR DC shall surrender such certificate or certificates as a condition to receiving ownership interests in the SURVIVING LIMITED PARTNERSHIP pursuant to this Agreement and Plan of Merger.

#### **ARTICLE VII** **Further Assurance**

If at any time after the Effective Date the SURVIVING LIMITED PARTNERSHIP shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING LIMITED PARTNERSHIP, according to the terms hereof, the title to any property or rights of the Constituent Limited Partnership, the last acting General Partner of the Constituent Limited Partnership, as the case may be, or the corresponding General Partner of the SURVIVING LIMITED PARTNERSHIP shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING LIMITED PARTNERSHIP, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

#### **ARTICLE VIII** **Approval by Partners**

This Plan of Merger shall be approved by the respective General Partners of each Constituent Limited Partnership and submitted to the respective Limited Partners of each Constituent Limited Partnerships for approval as provided by the Florida Law and District of Columbia law as applicable on or before the \_\_\_\_ day of January, 2005. If duly adopted by the requisite vote of such Limited Partners, Articles of Merger meeting the requirements of the Florida Law and District of Columbia Law shall be filed immediately in the appropriate office in Florida and the District of Columbia, respectively.

#### **ARTICLE IX** **Effective Date**

The merger of JOLAR DC into the SURVIVING LIMITED PARTNERSHIP shall become effective upon the filing of the Articles of Merger in accordance with the Florida Law and District of Columbia Law. The date on which such merger shall become effective is herein called the "Effective Date".

**ARTICLE X**  
**Covenants of JOLAR DC**

JOLAR DC covenants and agrees that (a) it will not further amend its Certificate of Limited Partnership prior to the Effective Date; and (b) it will not issue any ownership interests or any rights to acquire any such interest prior to the Effective Date.

**ARTICLE XI**  
**Covenants of the SURVIVING LIMITED PARTNERSHIP**

The SURVIVING LIMITED PARTNERSHIP covenants and agrees that (a) it will not further amend its Certificate of Limited Partnership prior to the Effective Date; and (b) it will not issue any ownership interests or any rights to acquire any such interests prior to the Effective Date.

**ARTICLE XII**  
**Termination**

Anything to the contrary herein or elsewhere notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the General Partners of any of the Constituent Limited Partnerships at any time prior to the filing of the Articles of Merger.

**ARTICLE XIII**  
**Counterparts**

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

Jolar Associates, Ltd.,  
a Florida limited partnership

By: \_\_\_\_\_

Lawrence B. Taishoff,  
General Partner

Jolar Associates, L.P.  
a District of Columbia limited partnership

By: \_\_\_\_\_

Lawrence B. Taishoff,  
General Partner