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Florida Department of State  
Division of Corporations  
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*[Handwritten Signature]*

**MERGER OR SHARE EXCHANGE**

**AJNN LTD.**

|                       |          |
|-----------------------|----------|
| Certificate of Status | 1        |
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| Page Count            | 04       |
| Estimated Charge      | \$113.75 |

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## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Statutes, pursuant to Section 620.2108.

**FIRST:** The surviving limited partnership is AJNN LTD., a Florida limited partnership, listed as Document Number AD70000000166.

**SECOND:** The merging corporation is AJNN LP, a Texas limited partnership, listed as Texas Filing Number 11378310.

**THIRD:** The Plan of Merger is attached.

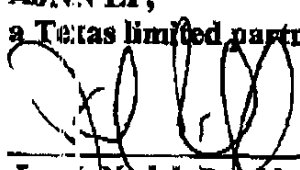
**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**FIFTH:** The Plan of Merger was adopted by Joint Unanimous Written Consent by the General Partner and Limited Partners of the surviving partnership on the 30 day of January, 2007.

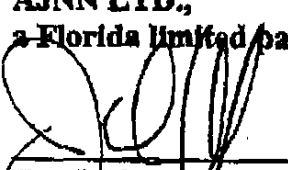
**SIXTH:** The Plan of Merger was adopted by Joint Unanimous Written Consent by the General Partner and Limited Partners of the merging partnership on the 30 day of January, 2007.

Signed this 30 day of January, 2007.

**AJNN LP,**  
a Texas limited partnership

  
\_\_\_\_\_  
Jacob Nudel, President of AJNN Holdings, Inc., a Texas profit corporation, the General Partner

**AJNN LTD.,**  
a Florida limited partnership

  
\_\_\_\_\_  
Jacob Nudel, President of AJNN Holdings, Inc., a Florida profit corporation, the General Partner

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PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT is made effective as of the 30 day of January, 2007, by and between AJNN LP, a Texas Limited Partnership ("Number 1 Texas Limited Partnership") and AJNN LTD, a Florida Limited Partnership ("Number 2 Florida Limited Partnership").

RECITALS

1. The Number 1 Texas Limited Partnership and the Number 2 Florida Limited Partnership are limited partnerships duly organized, validly existing and in good standing under the laws of the States of Texas and Florida, respectively; and
2. The General and Limited Partners of each deem it desirable and in the respective best interests of their partnerships that the Number 1 Texas Limited Partnership be merged with and into the Number 2 Florida Limited Partnership with the Number 2 Florida Limited Partnership remaining as the surviving Limited Partnership;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. Merger. The Number 1 Texas Limited Partnership shall be merged with and into the Number 2 Florida Limited Partnership and the Number 2 Florida Limited Partnership shall continue as the surviving Limited Partnership. The Number 2 Florida Limited Partnership shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of the Number 1 Texas Limited Partnership and shall become subject to all the debts and liabilities of the Number 1 Texas Limited Partnership in the same manner as if it had acquired and incurred them, respectively.
2. Principal Office. The principal office of the Number 2 Florida Limited Partnership, as the surviving Limited Partnership, will be 333 Las Olas Way, Fort Lauderdale, Florida 33301, and shall remain so upon the merger.
3. Objects and Purposes. The nature of the current and intended business of the surviving Limited Partnership shall be any and all business as permitted under Florida law.
4. Certificate of Limited Partnership. The General Partner of the surviving Limited Partnership shall be as appears in the Certificate of Limited Partnership (as amended, if applicable) of the Number 2 Florida Limited Partnership on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. From and after the effective date of the merger hereunder, and until further amended, altered or restated as provided by law, such Certificate of Limited Partnership, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Certificate of Limited Partnership of the surviving Limited Partnership.

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5. Partnership Agreement. The present Limited Partnership Agreement of the Number 2 Florida Limited Partnership shall remain as the Limited Partnership Agreement of the surviving Limited Partnership following the merger and shall not be altered, amended, nor repealed by reason of such merger.
6. Names and Addresses of The General Partner. The name and address of the persons or entity who shall constitute the General Partner of the surviving Limited Partnership upon the effective date of the merger shall be as currently set forth in the Partnership Agreement of the Number 2 Florida Limited Partnership.
7. Effective Date. The merger shall become effective upon filing the Articles of Merger with the Florida Department of State.
8. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the General Partners of the constituent Limited Partnerships may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this agreement shall be void and of no effect.
9. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the General Partners of the constituent Limited Partnerships any time prior to the effective date of the merger contemplated herein.
10. Waiver. No waiver is valid unless in writing and issued by the waiving party and waiver shall be construed as a waiver of any other or subsequent breach.
11. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Broward County, Florida.
12. Assignment. Neither this Agreement or any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.
13. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.
14. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.


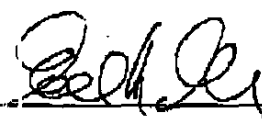
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TALLAHASSEE, FLORIDA

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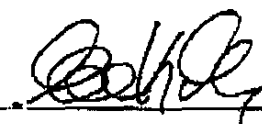
15. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.
16. Ambiguities. The normal rule of construction to the effect that ambiguities in any agreement are construed against the drafting party shall not apply to this Agreement.
17. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.
18. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall includes the plural and all plurals shall include the singular.
19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

WITNESSES:

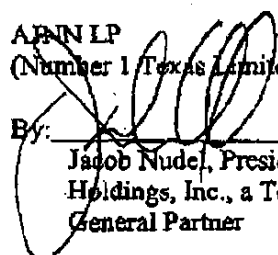
  


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AJNN LP

(Number 1 Texas Limited Partnership)

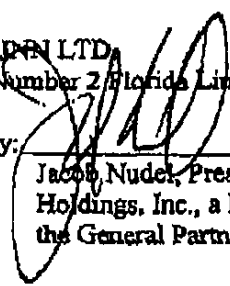
By:

  
 Jacob Nudel, President of AJNN Holdings, Inc., a Texas corporation, the General Partner

AJNN LTD

(Number 2 Florida Limited Partnership)

By:

  
 Jacob Nudel, President of AJNN Holdings, Inc., a Florida corporation, the General Partner

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