

CAPITAL CONNECTION, INC.
417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8852 • Fax (850) 222-1272

A96000001719

C.V. management, LTD

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C.V. management, L.C.

400002619664--8

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****157.50 ****157.50

- ___ Art of Inc. File
- ___ LTD Partnership File
- ___ Foreign Corp. File
- ___ L.C. File
- ___ Fictitious Name File
- ___ Trade/Service Mark
- ☒ Merger File
- ___ Art. of Amend. File
- ___ RA Resignation
- ___ Dissolution / Withdrawal
- ___ Annual Report / Reinstatement
- ☒ Cert. Copy
- ___ Photo Copy
- ___ Certificate of Good Standing
- ___ Certificate of Status
- ___ Certificate of Fictitious Name
- ___ Corp Record Search
- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search
- ___ Vehicle Search
- ___ Driving Record
- ___ UCC 1 or 3 File
- ___ UCC 11 Search
- ___ UCC 11 Retrieval
- ___ Courier

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

1401 BRICKW. AVE
9
DK
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Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

ARTICLES OF MERGER
Merger Sheet

MERGING:

C.V, MANAGEMENT, L.C. (L98000000665)

INTO

C.V. MANAGEMENT, LTD., a Florida entity, A98000001719

File date: August 19, 1998

Corporate Specialist: Buck Kohr

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ARTICLES OF MERGER

C. V. Management, Ltd., a Florida Limited Partnership (the "Partnership"), pursuant to Section 620.203 of the Florida Revised Uniform Limited Partnership Act, adopts the following Articles of Merger for the purpose of merging C. V. Management, L.C., a Florida Limited Liability Company (the "L.C."), into the Partnership. The Partnership shall be the surviving business entity of the merger.

ARTICLE I

That certain Agreement of Merger, attached and made a part of this instrument, was duly approved in writing by all of the general and limited partners on the Partnership on the 18th day of July, 1998.

ARTICLE II

That certain Agreement of Merger, attached and made a part of this instrument, was duly approved in writing by the L.C. by the unanimous approval of its members on the 18th day of July, 1998.

ARTICLE III

No member of the L.C. or any other person, as a result of the merger, becomes a general partner of the surviving business entity.

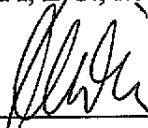
ARTICLE IV

The effective date of the merger shall be the date of filing these Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have set their seal this 29th day of July, 1998.

C. V. MANAGEMENT, LTD.

By: SHPI, L.C., its sole General Partner

By:  (Seal)

Nathan Lewin, Member

C. V. MANAGEMENT, L.C.

By:  (Seal)

Nathan Lewin, Member

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Agreement of Merger Between

C.V. Management Ltd.
(a Florida limited partnership)

A98000061719

and

C.V. Management L.C.
(a Florida limited liability company)

L9800000665

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THIS AGREEMENT OF MERGER made and entered into on the 29th day of July, 1998, by and between C.V. Management Ltd., a Florida limited partnership (herein sometimes referred to as the Limited Partnership or the Surviving Entity); and C.V. Management L.C., a Florida limited liability company (herein sometimes referred to as the LC or the Absorbed Entity), the Limited Partnership and L.C. are sometimes referred to jointly as the Constituent Entities.

W I T N E S S E T H :

WHEREAS, the Surviving Entity is a limited partnership organized and existing under the laws of the State of Florida, its certificate of limited partnership having been filed in the office of the Secretary of State of the State of Florida on July 17, 1998; and

WHEREAS, the Absorbed Entity is a limited liability company organized and existing under the laws of the State of Florida, its articles of organization having been filed in the office of the Secretary of State of the State of Florida on the 29th day of May, 1998; and

WHEREAS, the General and Limited Partners of the Surviving Entity and the Members of the Absorbed Entity deem it advisable that the Absorbed Entity be merged into the Surviving Entity on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Florida, which permits such merger;

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, the constituent entities have agreed and do hereby agree, each with the other, as follows:

ARTICLE I

The Absorbed Entity and the Surviving Entity shall be merged into a single entity, in accordance with applicable provisions of the laws of the State of Florida by the L.C. merging into the Limited Partnership.

ARTICLE II

Upon the merger becoming effective as provided in the applicable laws of the State of Florida (the time when the merger shall so become effective being sometimes herein referred to as the "effective date of the merger"):

(1) The two Constituent Entities shall be a single entity, which shall be a Florida limited partnership as the Surviving Entity, and the separate existence of the L.C. shall cease except to the extent provided by the laws of the State of Florida in the case of an entity after its merger into another entity.

(2) The Surviving Entity shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, as well of a public as of a private nature, of each of the Constituent Entities; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Entities, shall be taken and deemed to be vested in the Surviving Entity without further act or deed; and the title to all real estate, or any interest therein,

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either of the constituent corporations shall not revert or be in any way impaired by reason of the merger;

(3) The Limited Partnership shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Entities; and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the merger had not taken place, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the merger;

(4) The Limited Partnership Agreement of the Surviving Entity as existing and constituted immediately prior to the effective date of merger shall be and constitute the Limited Partnership Agreement of the Surviving Entity.

(5) The General Partner of the Limited Partnership immediately prior to the effective date of merger shall be and constitute the General Partner of the Surviving Entity.

ARTICLE III

The Certificate of Limited Partnership of the Limited Partnership shall not be amended in any respect, by reason of this agreement of merger, and said Certificate of Limited Partnership, as filed in the office of the Secretary of State of the State of Florida on the 17th day of July, 1998, shall constitute the certificate of the Surviving Entity until further amended in the manner provided by law, and is set forth in Exhibit A attached hereto and made a part of this Agreement of Merger with the same force and effect as if set forth in full herein.

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ARTICLE IV

The manner and basis of converting the ownership of each of the Constituent Entities into ownership interest of the Surviving Entity is as follows:

After the effective date of the merger, the owner of 5% of the membership interest of the L.C. shall own 5% of the interest of the Limited Partnership represented by a Limited Partner's interest. The owner of 95% of the membership interest of the L.C. shall own 94% of the interest of the Limited Partnership represented by a Limited Partner's interest. The General Partner of the Limited Partnership shall continue to own 1% of the Limited Partnership Partnership interest. Therefore, as of the effective date of the merger, the Limited Partnership ownership interest shall be as follows:

General Partner - SHPI, L.C.	1%
Limited Partner - Lewin	94%
Limited Partner - Levenshon	5%

ARTICLE V

The Limited Partnership, as the Surviving Entity, shall pay all expenses of carrying this agreement of merger into effect and accomplishing the merger herein provided for.

ARTICLE VI

If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the surviving corporation the title to any property or rights of the L.C., the proper member or managers of the L.C. shall, and will execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in the surviving corporation, and otherwise to carry out the purposes of this Agreement of Merger.

ARTICLE VII

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This Agreement of Merger shall be submitted to each of the Constituent Entities, as provided by law, and shall take effect, and be deemed and be taken to be the agreement of merger of said entities upon the approval or adoption thereof by the partners and members of each of the Constituent Entities in accordance with the requirements of the laws of the State of Florida, and upon the execution, filing and recording of such documents and the doing of such acts and thing as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Florida, as heretofore amended and supplemented.

Anything herein or elsewhere to the contrary notwithstanding, this Agreement of Merger may be abandoned by either of the Constituent Entities by an appropriate resolution of partners or members, as applicable, at any time prior to its approval or adoption by partners or members, as applicable, or by the mutual consent of the Constituent Entities evidenced by appropriate resolutions of their respective partners or members, as applicable, at any time prior to the effective date of the merger.

IN WITNESS WHEREOF, the Limited Partnership and L.C., pursuant to the approval and authority duly given by resolutions adopted by their respective partners or members as applicable have caused this Agreement of Merger to be executed by the authorized person of each party hereto.

C.V. MANAGEMENT, LTD.

By: SHPI, L.C., its Sole General Partner

By: 
Nathan Lewin, Member

[Signature on following page]

C.V. MANAGEMENT, L.C.

By: _____

Nathan Lewin, Member

The address for C. V. MANAGEMENT, L.C.; C. V. MANAGMENT, LTD.; and
SHPI, L.C. is:

1401 Brickell Avenue, Suite 630
Miami, FL 33131

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