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BRIAN W. BROAD, P.A.
ATTORNEY AT LAW
1300 NORTH FEDERAL HIGHWAY, SUITE 107
BOCA RATON, FLORIDA 33432

FLORIDA & NEW YORK BARS

561 - 394 - 2321

April 16, 1999

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee FL 32314

500002844215--5
-04/19/99--01130--002
*****70.00 *****70.00

Re: Certificate and Articles of Merger
Fifth Boca Holdings, Inc., a Florida corporation
and B & C Boca Holdings, Inc., a Florida limited partnership

500002844215--5
-04/27/99--01014--004
*****17.50 *****17.50

Dear Sir or Madam:

Enclosed please find a check in the amount of \$70.00 (\$35.00 per party) which represents the fee for filing the Certificate and Articles of Merger of the above referenced business entities.

In addition, enclosed is a copy to be stamped as filed and returned to this office.

Thank you for your cooperation in this matter. In the event of any questions or comments, please call.

Sincerely,

Brian W. Broad

Brian W. Broad

BWB/sm
98-596/secyst2
Enclosure

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Name	OK H-28
Availability	
Comment	
Examiner	
Updater	
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Acknowledgment	
W. P. Verifier	

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Certificate and Articles of Merger of

Fifth Boca Holdings, Inc.
a Florida corporation

Into

B & C Boca Holdings Ltd.
a Florida limited partnership

Pursuant to the provisions of Section 607.1108 of the Florida Business Corporation Act and Section 620.201 of the Florida Limited Partnership Act, as applicable to each entity, Fifth Boca Holdings, Inc., a Florida corporation, (hereinafter "FBH") Florida Secretary of State's Document No. P98000008504, Federal Identification Number 65-0809914 and B & C Boca Holdings Ltd., a Florida limited partnership, (hereinafter "B&C") Florida Secretary of State's Document Number A99000000326, Federal Identification Number 65-0902850 hereby adopt the following Certificate and Articles of Merger for the purpose of merging FBH into B&C (the "Merger"):

1. FBH shall be merged with and into B&C and B&C shall be the surviving entity of the Merger, pursuant to the Agreement and Plan of Merger dated as of March 5, 1999 attached hereto as Exhibit A and incorporated herein by this reference (the "Plan of Merger").
2. The name and address of the surviving entity shall be B & C Boca Holdings Ltd., a Florida limited partnership, at 2629 NW 64th Place, Boca Raton, Florida 33496.
3. The effective time and date of the Merger shall be 2:00 P.M. (Eastern Standard Time) on filing date.
4. The Agreement and Plan of Merger was approved, adopted, certified, executed and acknowledged by unanimous written consent in lieu of a special meeting by all of the Shareholders and Directors of Fifth Boca Holdings, Inc. in accordance with Section 607.1108 of the Florida Business Corporation Act.
5. The Agreement and Plan of Merger was approved, adopted, certified, executed and acknowledged by unanimous written consent in lieu of a special meeting by the General Partner and all of the Limited Partners of B & C Boca Holdings Ltd. in accordance with Section 620.201 of the Florida Limited Partnership Act.
6. The Certificate of Limited Partnership of B & C Boca Holdings Ltd. shall be the Certificate of Limited Partnership of the Surviving Entity.

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7. The Limited Partnership Agreement of B & C Boca Holdings Ltd. shall be the Limited Partnership Agreement of the Surviving Entity.
8. From and after the Effective Time, the General Partner of the Surviving Entity shall be 500 Fifth Holdings, Inc., a Florida corporation, with its principal place of business at 2629 64th Place, Boca Raton, Florida 33496.
9. Pursuant to the Agreement and Plan of Merger, all of the issued and outstanding shares of the Class A voting and Class B non-voting stock of Fifth Boca Holdings, Inc. shall be converted into corresponding partnership interests of B & C Boca Holdings Ltd., as set forth in the Agreement and Plan of Merger, and all of the issued and outstanding shares of capital stock of Fifth Boca Holdings, Inc. shall be cancelled.
10. The executed Agreement and Plan of Merger is on file at the principal place of business of B & C Boca Holdings Ltd., the address of which is 2629 NW 64th Place, Boca Raton, Florida 33496.
11. A copy of the Agreement and Plan of Merger will be furnished by Brian W. Broad, Esq., at 1300 N. Federal Highway, Suite 107, Boca Raton, Florida 33432 on request and without cost to any shareholder of Fifth Boca Holdings, Inc. and to any partner of B & C Boca Holdings Ltd..
12. The surviving entity has appointed the Secretary of State as its agent for service of process.

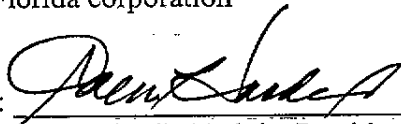
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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Certificate and Articles of Merger has been
executed on behalf of Fifth Boca Holdings, Inc. and B & C Boca Holdings Ltd. as of the
5th day of March, 1999, at Boca Raton, Florida.

Fifth Boca Holdings, Inc.
A Florida corporation


By:


Calvin Haddad, its President

B & C Boca Holdings Ltd.
A Florida limited partnership

By: 500 Fifth Holdings, Inc. General Partner

By:


Calvin Haddad, President

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EXHIBIT "A"

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

FIFTH BOCA HOLDINGS, INC.

AND

B & C BOCA HOLDINGS LTD.

as of March 5, 1999

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN MEGER

THIS AGREEMENT AND PLAN OF MERGER, (this "Agreement") made and entered into as of March 5, 1999, by and among Fifth Boca Holdings, Inc., a Florida corporation, and B & C Boca Holdings Ltd., a Florida limited partnership, pursuant to the provisions of Florida Statutes §607.1108 and 620.201, as applicable.

RECITALS

500 Fifth Holdings, Inc., is the owner of fifty (50) shares of the Class A Shares voting stock of Fifth Boca Holdings, Inc., represented by Certificate No. 3-A and constituting a two percent (2%) ownership interest in Fifth Boca Holdings, Inc. as set forth in Exhibit A.

Dana B. Haddad is the owner of four hundred ninety (490) shares of the Class B Shares non-voting stock of Fifth Boca Holdings, Inc., represented by Certificate No. 1-B and constituting a nineteen and six/tenths percent (19.6%) ownership interest in Fifth Boca Holdings, Inc. as set forth in Exhibit A.

Lisa B. Haddad is the owner of four hundred ninety (490) shares of the Class B Shares non-voting stock of Fifth Boca Holdings, Inc., represented by Certificate No. 2-B and constituting a nineteen and six/tenths percent (19.6%) ownership interest in Fifth Boca Holdings, Inc. as set forth in Exhibit A.

Babette Haddad as custodian for Maxwell L. Haddad, a minor, is the owner of four hundred ninety (490) shares of the Class B Shares non-voting stock of Fifth Boca Holdings, Inc., represented by Certificate No. 3-B and constituting a nineteen and six/tenths percent (19.6%) ownership interest in Fifth Boca Holdings, Inc. as set forth in Exhibit A.

Heidi L. Haddad is the owner of four hundred ninety (490) shares of the Class B Shares non-voting stock of Fifth Boca Holdings, Inc., represented by Certificate No. 4-B and constituting a nineteen and six/tenths percent (19.6%) ownership interest in Fifth Boca Holdings, Inc. as set forth in Exhibit A.

Melissa Malaga is the owner of four hundred ninety (490) shares of the Class B Shares non-voting stock of Fifth Boca Holdings, Inc., represented by Certificate No. 5-B and constituting a nineteen and six/tenths percent (19.6%) ownership interest in Fifth Boca Holdings, Inc. as set forth in Exhibit A.

Fifth Boca Holdings, Inc. and B & C Boca Holdings Ltd. desire to adopt a Plan of Merger whereby, pursuant to such Plan (i) one hundred percent (100 %) of the issued and outstanding Class A Shares and Class B Shares of Fifth Boca Holdings, Inc. will be exchanged for partnership interests in B & C Boca Holdings Ltd. as set forth herein and (ii) Fifth Boca Holdings, Inc. will merge into B & C Boca Holdings Ltd. with B & C Boca Holdings Ltd. as the surviving entity (hereinafter sometimes called the "Surviving Entity"), and Fifth Boca Holdings, Inc. ceasing to exist as a separate entity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and the benefits to be derived from and in reliance upon the representations and warranties and provisions contained herein, the parties hereto covenant and agree as follows:

SECTION 1. THE MERGER

1.1 The Merger and Certain Effects. At the Effective Time (as defined in Section 1.4 hereof), Fifth Boca Holdings, Inc. shall be merged into B & C Boca Holdings Ltd. (the "Merger"). B & C Boca Holdings Ltd. shall continue as the Surviving Entity of the Merger, and the separate corporate existence and identity of Fifth Boca Holdings, Inc. shall cease. B & C Boca Holdings Ltd. shall have vested in it and possess all the rights, privileges, powers, franchises, properties and assets, of a public as well as of a private nature, of Fifth Boca Holdings, Inc., and B & C Boca Holdings Ltd. shall be subject to all the debts, liabilities, obligations, restrictions, disabilities and duties of Fifth Boca Holdings, Inc. The rights, privileges, powers, franchises, properties and assets, of a public as well as of a private nature, of Fifth Boca Holdings, Inc. shall continue unaffected and unimpaired by the Merger, and the title to any real estate, or any interest therein, vested by deed or otherwise in Fifth Boca Holdings, Inc., shall be vested in B & C Boca Holdings Ltd. and shall not revert or in any way be impaired by reason of the Merger.

1.2 Approval by all of the Shareholders, Directors and Officers of Fifth Boca Holdings, Inc. This Agreement has been approved by all of the shareholders, directors and officers of Fifth Boca Holdings, Inc. No other person's approval is required to effect this Merger.

1.3 Approval by all of the Partners of B & C Boca Holdings Ltd. This Agreement has been approved by all of the partners of B & C Boca Holdings Ltd. No other person's approval is required to effect this Merger.

1.4 Closing Date. For purposes of this Agreement, the Closing Date shall be March 5, 1999.

1.5 Effective Time. As soon as practicable after the satisfaction or waiver of all conditions to the Merger, Articles of Merger shall be filed and recorded in accordance

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with the Florida Business Corporation Act and the Florida Limited Partnership Act. The Merger shall be effective as of filing date (the "Effective Time").

1.6 **Tax Returns.** To the extent permitted by law, Fifth Boca Holdings, Inc., and B & C Boca Holdings Ltd. shall file consolidated federal and state tax returns for tax year 1999, up to and including the Effective Time.

SECTION 2. CERTIFICATE OF LIMITED PARTNERSHIP; LIMITED PARTNERSHIP AGREEMENT.

2.1 **Certificate of Limited Partnership.** From and after the Effective Time, the Certificate of Limited Partnership of B & C Boca Holdings Ltd., as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Certificate of Limited Partnership of the Surviving Entity, until amended from time to time as provided therein or by law.

2.2 **Limited Partnership Agreement.** The Limited Partnership Agreement of B & C Boca Holdings Ltd., as in effect immediately prior to the Effective Time, shall be the Limited Partnership Agreement of the Surviving Entity unless and until the same shall thereafter be amended or repealed as provided by law, by the Certificate of Limited Partnership of the Surviving Entity or by such Limited Partnership Agreement.

2.3 **Partners.** A statement regarding the names, addresses and capital contributions of the Partners is attached hereto as Exhibit A.

SECTION 3. TREATMENT OF AND PAYMENT FOR PARTNERSHIP INTERESTS.

3.1 **Record Date.** The Board of Directors of Fifth Boca Holdings, Inc. will close the stock transfer books of Fifth Boca Holdings, Inc. as of the Closing Date (the "Record Date").

3.2 **Treatment of and Payment for Partnership Interests.** At the Effective Time:

(a) Each share of Fifth Boca Holdings, Inc. which is issued and outstanding as of the Record Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be entered into as an allocation of the total capital of B & C Boca Holdings Ltd. as more fully set forth in Exhibit A.

(b) Each share of Fifth Boca Holdings, Inc. held in the treasury of Fifth Boca Holdings, Inc. as of the Record Date shall, by virtue of the Merger, cease to exist and be canceled without any payment or consideration therefor.

SECTION 4. MISCELLANEOUS.

4.1 **Governing Law.** This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws to the extent that such principles would require the application of the laws of any jurisdiction other than the State of Florida.

4.2 **No Assignment; Successors and Assigns.** No part of this Agreement or any rights, duties or obligations described herein shall be assigned or delegated without the express written consent of the parties hereto, which consent shall not be unreasonably withheld. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, are binding upon and are enforceable by and against the parties and their respective legal representatives, successors and permitted assigns.

4.3 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.4 **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party to this Agreement, upon any breach or default of another party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default theretofore or thereafter occurring act as a waiver of any other breach or default under this Agreement. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. Except as otherwise provided herein, all remedies, either under this Agreement, or by law or otherwise afforded to any party, shall be cumulative and not alternative.

4.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

4.6 **Severability.** If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable

4.7 **Rules of Construction.** In this Agreement, unless the context otherwise requires, words in the singular include the plural and in the plural include the singular, and words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender.


4.8 **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof and supersedes all prior negotiations, understandings and representations, both written and oral, if any made by and among such parties.

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Certificate and Articles of Merger has been executed on behalf of Fifth Boca Holdings, Inc. and B & C Boca Holdings Ltd. as of the 5th day of March, 1999, at Boca Raton, Florida.

Fifth Boca Holdings, Inc.
a Florida corporation

By: 
Calvin Haddad, its President

B & C Boca Holdings Ltd.,
a Florida limited partnership

By: 500 Fifth Holdings, Inc.,
Its: General Partner

By: 
Calvin Haddad, its President

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JOINDER BY
ALL OF THE SHAREHOLDERS AND DIRECTORS
OF
FIFTH BOCA HOLDINGS, INC.

The undersigned Shareholders and Directors hereby join in that Agreement and Plan of Merger of Fifth Boca Holdings, Inc. and B & C Boca Holdings Ltd., dated March 5, 1999. As all of the Shareholders and Directors of Fifth Boca Holdings, Inc., the undersigned hereby approve the Agreement and Plan of Merger and agree to surrender one hundred percent of their shares of stock in Fifth Boca Holdings, Inc. in exchange for partnership interests in B & C Boca Holdings Ltd., pursuant to the Agreement and Plan of Merger.

500 Fifth Holdings, Inc.

By *Calvin Haddad* (President)

Calvin Haddad, President

Dana B. Haddad

Dana B. Haddad

Lisa B. Haddad

Lisa B. Haddad

Babette Haddad

Babette Haddad, as custodian for
Maxwell L. Haddad, a minor

Heidi L. Haddad

Heidi L. Haddad

Melissa Malaga

Melissa Malaga

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JOINDER BY ALL OF THE PARTNERS

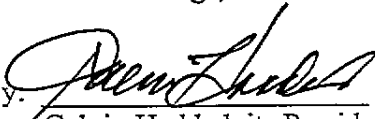
OF

B & C BOCA HOLDINGS LTD.

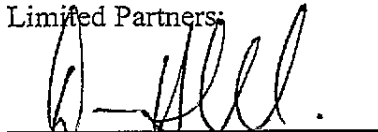
The undersigned partners hereby join in that Agreement and Plan of Merger of Fifth Boca Holdings, Inc. and B & C Boca Holdings Ltd., dated March 5, 1999. As all of the partners of B & C Boca Holdings Ltd., the undersigned hereby approve the Agreement and Plan of Merger and agree to the allocation of their existing partnership interests pursuant to the Agreement and Plan of Merger.

General Partner
500 Fifth Holdings, Inc.

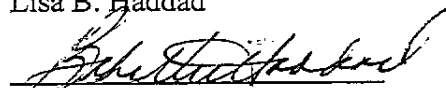
By.

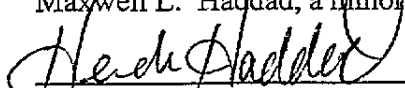

Calvin Haddad, its President

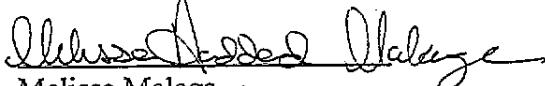
Limited Partners:


Dana B. Haddad


Lisa B. Haddad


Babette Haddad, as custodian for
Maxwell L. Haddad, a minor


Heidi L. Haddad


Melissa Malaga

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STATEMENT REGARDING
SHAREHOLDERS OF
FIFTH BOCA HOLDINGS, INC.
PRIOR TO MERGER

AND

PARTNERS OF
B & C BOCA HOLDINGS LTD.
FOLLOWING MERGER

FIFTH BOCA HOLDINGS, INC. PRIOR TO MERGER:

<u>Shareholder</u>	<u>Type of Shares</u>	<u>Number of Shares</u>
500 Fifth Holdings, Inc.	Class "A"	50
Dana B. Haddad	Class "B"	490
Lisa B. Haddad	Class "B"	490
Melissa Malaga	Class "B"	490
Heidi L. Haddad	Class "B"	490
Babette Haddad as custodian for Mawell L. Haddad, a minor	Class "B"	490

B & C BOCA HOLDINGS LTD. FOLLOWING MERGER:

<u>Partner</u>	<u>Partnership Interest</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
500 Fifth Holdings, Inc.	General	2%	
Dana B. Haddad	Limited	19.6%	
Lisa B. Haddad	Limited	19.6%	
Melissa Malaga	Limited	19.6%	
Heidi L. Haddad	Limited	19.6%	
Babette Haddad as custodian for Mawell L. Haddad, a minor	Limited	19.6%	

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ARTICLES OF MERGER
Merger Sheet

MERGING:

Fifth Boca Holdings, Inc. a Florida Corporation

into

B & C BOCA HOLDINGS LTD, a Florida corporation A99000000326

File date: April 27, 1999

Corporate Specialist: Tammi Cline