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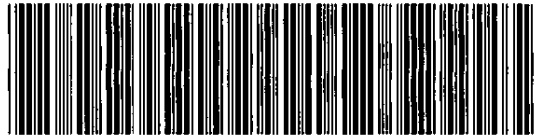
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T. HAMPTON

MAR 12 2009

EXAMINER

LAW OFFICES
THURLOW, THURLOW & GIACHINO, P.A.
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THOMAS H. THURLOW, JR.
THOMAS H. THURLOW III
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March 6, 2009

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Nebhart, Inc.
Our File No.: 09-002.1

To Whom It May Concern:

Please find enclosed the following:

1. Articles of Merger for Florida Profit Corporation (with attached copy of Agreement and Plan of Merger)
2. Our check in the amount of \$113.75 for the filing fee and one (1) certified copy

Please return all correspondence concerning this matter to Fernando M. Giachino, c/o Thurlow, Thurlow & Giachino, P.A., P.O. Box 106, Stuart, FL 34995-0106.

If you have any questions, please contact our office at (772) 287-0980.

Yours truly,

THURLOW, THURLOW & GIACHINO, P.A.



Fernando M. Giachino

FMG/cr
Enclosures

cc: Mr. F.I. Nebhut, Jr. (w/out enclosures)

**Articles of Merger
For
Florida Profit Corporation**

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The following Articles of Merger are submitted to merge the following Florida Profit Corporation and Florida Partnership in accordance with Sections 607.1108 and 607.1109, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MSPN Investments, LLP	Florida	Limited Liability Partnership

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nebhart, Inc.	Florida	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607 and 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: The effective date of the merger shall be the date of filing of these Articles of Merger.

SIXTH: Signature(s) for Each Party:

Name of Entity/Organization: Signature(s):

Typed or Printed
Name of Individual

MSPN Investments, LLP
(Merging Entity)



F.I. Nebhut, Jr., a
General Partner of MSPN
Investments, LLP

MSPN Investments, LLP
(Merging Entity)



F.I. Nebhut, Jr., President
of Nebhart, Inc., a
General Partner of
MSPN Investments, LLP

Nebhart, Inc.
(Surviving Entity)



F.I. Nebhut, Jr., President of
Nebhart, Inc.

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8 75

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Plan of Merger

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
MSPN Investments, LLP	Florida	Limited Liability Partnership

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Nebhart, Inc.	Florida	Corporation

THIRD: The terms and conditions of the merger are as follows:

Agreement and Plan of Merger attached hereto.

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Agreement and Plan of Merger attached hereto.

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

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SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

EIGHTH: Other provision, if any, relating to the merger are as follows:

N/A

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**AGREEMENT AND PLAN OF MERGER OF
MSPN INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP
INTO
NEBHART, INC., A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated Feb. 24, 2009, made by and among NEBHART, INC., a Florida corporation ("Surviving Entity"), and MSPN INVESTMENTS, LLP, a Florida limited liability partnership ("Merging Entity") (collectively the "Parties").

WITNESSETH

WHEREAS, Merging Entity desires to merge with and into Surviving Entity, with Surviving Entity being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, prior to the Merger, Surviving Entity owns Fifty Five Percent (55%) of Merging Entity's Partnership Percentage Interests; and

WHEREAS, the Board of Directors of Surviving Entity has determined that it is advisable that Merging Entity be merged into Surviving Entity, on the terms and conditions set forth, in accordance with §607.1108 of the Florida Business Corporation Act (the "Act").

TERMS

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

**ARTICLE I
THE MERGER**

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.
2. On the Effective Date, Merging Entity shall be merged with and into Surviving Entity. The separate existence of Merging Entity shall cease at the Effective Date and the existence of Surviving Entity shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.
3. The Plan of Merger has been approved by the Board of Directors and the shareholders of Surviving Entity in accordance with §607.1103 of the Act. Surviving Entity shall deliver notice of the Merger to the partners of Merging Entity. Surviving Entity agrees not to file Articles of Merger with the Florida Secretary of State in accordance with the Act until at least 30 days after the notice is mailed (unless the partners of Merging Entity waive such notice in writing), pursuant to §607.1104 of the Act.

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ARTICLE II
EFFECTS OF THE MERGER

At the Effective Date, Surviving Entity shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Merging Entity, and shall be responsible and liable for all liabilities and obligations of Merging Entity, all as more particularly set forth in §607.11101 of the Act.

ARTICLE III
TERMS OF THE TRANSACTION;
CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of Merging Entity's Common Stock into shares of Surviving Entity Stock shall be as follows:

1. Each percentage interest of Merging Entity (the "Partnership Percentage Interests") in existence on the Effective Date and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the partners of the Merging Entity, be converted into One Hundred Thirty One (131) share(s) of the presently authorized and unissued shares of the common stock of Surviving Entity (the "Surviving Entity Common Stock"); provided that no fractional share of Surviving Entity Common Stock shall be issued or exchanged for shares of Partnership Percentage Interests. Notwithstanding the foregoing, each share of Partnership Percentage Interests held by Surviving Entity shall, by virtue of the Merger and without any action on the part of Surviving Entity, be canceled simultaneously with the effectiveness of the Merger.
2. As soon as practicable after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the partners of Merging Entity, upon their request for such direction.

ARTICLE IV
DISSENTERS' RIGHTS

Shareholders of the Surviving Entity who, except for the applicability of §§ 607.1103(7) or 607.1104(1)(a) of the Act which provides that a vote of the Surviving Entity's shareholders is not required to approve the Merger, would be entitled to vote on the Merger and who wish to dissent, are entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

ARTICLE V
ASSIGNMENT

If at any time Surviving Entity shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Surviving

Entity the title to any property or rights of Merging Entity, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Merging Entity as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Surviving Entity.

ARTICLE VI EXPENSES

Surviving Entity shall pay all expenses of accomplishing the Merger.

ARTICLE VII AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Surviving Entity may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VIII TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Surviving Entity, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Surviving Entity. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Surviving Entity or Merging Entity, or their Directors, officers, employees, agents, shareholders, or partners.

IN WITNESS WHEREOF, the parties have set their hands on Feb 24, 2009

SURVIVING ENTITY:

NEBHART, INC., a Florida corporation

F.I. Nebhut, Jr.
By: F.I. Nebhut, Jr.
Its: President

H. Rhodes Hart
H. Rhodes Hart, Shareholder

MERGING ENTITY:

MSPN INVESTMENT, LLP a Florida limited liability partnership

F.I. Nebhut, Jr.
By: Nebhart, Inc., a Florida corporation, a General Partner

F.I. Nebhut, Jr.
By: F.I. Nebhut, a General Partner