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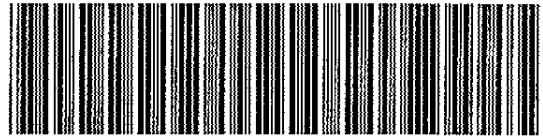
(Business Entity Name)

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03 OCT -3 PM 4:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

10/3  
A.A. Merali

GULF PARADISE CORPORATION  
17590 BOAT CLUB DRIVE  
FORT MYERS FL 33908  
PH: 239-267-4328  
FAX: 239-267-4745

September 23, 2003

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

To Whom It May Concern:

Enclosed please find "Articles of Merger of Seville Corporation with and into Gulf Paradise Corporation" and the original Acknowledgement from the Iowa Secretary of State. Also enclosed is a check in the amount of \$78.75 to cover the cost of the filing and a certified copy of the Merger for our files.

Thank you for your consideration in this matter.

Sincerely,



Frank J. Eicher, President  
GULF PARADISE CORPORATION

Encl.

FJE/ml

**FILED**  
03 OCT -3 PM 4:22  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Preparer  
Information: Kandie K. Briscoe, 920 S. Dubuque Street, Iowa City, IA 52240 (319) 351-8181

**ARTICLES OF MERGER OF SEVILLE CORPORATION  
WITH AND INTO GULF PARADISE CORPORATION**

**TO THE SECRETARY OF STATE OF THE STATE OF FLORIDA:**

Pursuant to the Business Corporation Act, the undersigned corporations adopt the following Articles of Merger.

1. The Plan of Merger by and between Seville Corporation, an Iowa corporation, and Gulf Paradise Corporation, a Florida corporation, is attached hereto and incorporated herein as Exhibit "A".

2. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the plan as to each corporation is as follows:

**SEVILLE CORPORATION**

<b>DESIGNATION OF GROUP</b>	<b>SHARES OUTSTANDING</b>	<b>VOTES ENTITLED TO BE CAST ON AMENDMENT</b>
Common Stock Shareholders	1,010	1,010

**GULF PARADISE CORPORATION**

<b>DESIGNATION OF GROUP</b>	<b>SHARES OUTSTANDING</b>	<b>VOTES ENTITLED TO BE CAST ON AMENDMENT</b>
Common Stock Shareholders	11,010	11,010

3. The total number of votes cast for and against the plan by each voting group entitled to vote separately on the plan is as follows:

**SEVILLE CORPORATION**

VOTING GROUP	VOTES FOR	VOTES AGAINST
Common Stock Shareholders	1,010	0


**GULF PARADISE CORPORATION**

VOTING GROUP	VOTES FOR	VOTES AGAINST
Common Stock Shareholders	11,010	0


4. The shareholders of Seville Corporation and the shareholders of Gulf Paradise Corporation unanimously approved the Plan of Merger described above.

5. These Articles of Merger shall be effective immediately upon filing with the Iowa Secretary of State.

GULF PARADISE CORPORATION

BY:   
Frank J. Eicher, President

SEVILLE CORPORATION

BY:   
Frank J. Eicher, President

**PLAN OF MERGER OF SEVILLE CORPORATION  
WITH AND INTO GULF PARADISE CORPORATION**

**THIS PLAN OF MERGER** is made and entered into as of August 20, 2003, by and between Seville Corporation ("Seville"), an Iowa corporation, (Seville hereinafter referred to as the "Merging Corporation") and Gulf Paradise Corporation ("Gulf"), a Florida corporation, (Gulf hereinafter referred to as the "Surviving Corporation"), said two corporations hereinafter referred to collectively as the "Constituent Corporations";

**WHEREAS**, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that Seville be merged with and into Gulf, with Gulf being the Surviving Corporation, under and pursuant to the laws of the States of Iowa and Florida and on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and consideration herein contained, subject to the conditions hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I  
MERGER**

1.1 Seville shall be merged with and into Gulf in accordance with the laws of the States of Iowa and Florida. The separate corporate existence of Seville shall thereby cease, and Gulf shall be the Surviving Corporation.

1.2 The name of the Surviving Corporation after the merger shall be "Gulf Paradise Corporation."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be

thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

## **ARTICLE II**

### **TERMS AND CONDITIONS OF THE MERGER**

2.1 The merger shall become effective when all the following actions shall have been taken:

(1) This plan shall be adopted and approved on behalf of each Constituent Corporation in accordance with the Business Corporation Act; and

(2) Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Iowa (the particular time and date at which such filing shall be accomplished being herein referred to as the "Effective Date").

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

**ARTICLE III**  
**CHARTER AND BYLAWS;**  
**DIRECTORS AND OFFICERS**

3.1 The Articles of Incorporation of Gulf, as in effect immediately prior to the Effective Time, shall after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended, in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of Gulf, as in effect immediately prior to the Effective time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of Gulf immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

**ARTICLE IV**  
**CONVERSION OF SHARES**

4.1 The Surviving Corporation presently has issued and outstanding eleven thousand ten shares of no par value common stock ("Gulf Common"), which shares of common stock are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued and outstanding one thousand ten shares of \$1 par value common stock ("Seville Common"), which shares of common stock are the only outstanding shares of the Merging Corporation.

4.3 At the Effective Time, each issued and outstanding share of Seville Common shall be converted into one (1) share of Gulf Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of Seville Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing one (1) share of Gulf Common for every one (1) share of Seville Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented Seville Common shall be deemed and treated for all corporate purposes to represent the ownership of one (1)

share of Gulf Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of Seville Common.

**ARTICLE V**  
**MISCELLANEOUS**

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Iowa and Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect to this Agreement and Plan

5.2 The Shareholders of Seville and Gulf dissenting to the Agreement and Plan shall be entitled, pursuant to Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

GULF PARADISE CORPORATION

BY: Frank J. Eicher  
Frank J. Eicher, President

EICHER'S, INC.

BY: Frank J. Eicher  
Frank J. Eicher, President



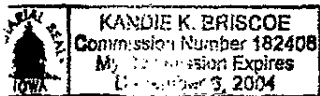
STATE OF IOWA )

JOHNSON COUNTY )

) SS:

On this 20<sup>th</sup> day of August, 2003, before me, personally came Frank J. Eicher, to me known, who being by me duly sworn, did depose and say that he is the President of Gulf Paradise Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

Kandie K. Briscoe  
Notary Public in and for the State of Iowa.



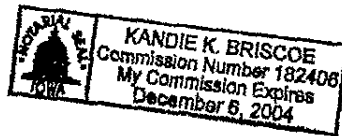
STATE OF IOWA )

JOHNSON COUNTY )

) SS:

On this 20<sup>th</sup> day of August, 2003, before me, personally came Frank J. Eicher, to me known, who being by me duly sworn, did depose and say that he is the President of Eicher's, Inc., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

Kandie K. Briscoe  
Notary Public in and for the State of Iowa.



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EXHIBIT A  
PAGE 5

# IOWA

No. W00357968  
Date: 08/25/2003

## SECRETARY OF STATE

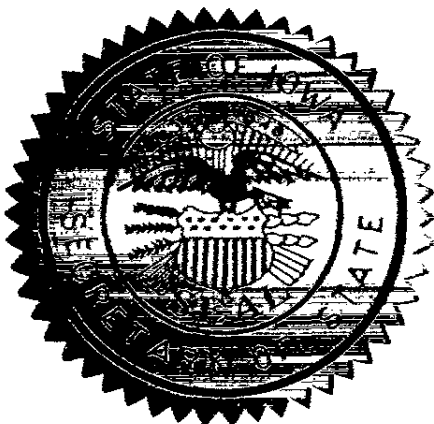
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SEVILLE CORPORATION

### ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document  
Articles of Merger

The document was filed on August 21, 2003, at 10:05 AM, to be effective as of August 21, 2003, at 10:05 AM.

The amount of \$50.00 was received in full payment of the filing fee.



CHESTER J. CULVER SECRETARY OF STATE

