

K01737

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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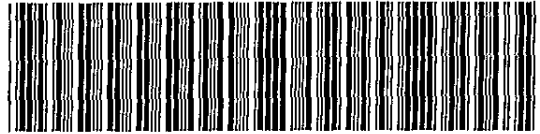
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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~~12/31/02~~ ~~01070-009~~ ~~**78.75~~

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DIVISION OF CORPORATIONS
2002 DEC 31 PM 4:23

12/31/02--01070--009 **78.75

Merger

1/10/03

DC

ARTICLES OF MERGER
Merger Sheet

MERGING:

FIRE CORAL INVESTMENTS, INC., a Florida corporation (Document #M66845)

INTO

BLACK CORAL INVESTMENTS, INC., a Florida entity, K01737

File date: December 31, 2002

Corporate Specialist: Doris McDuffie

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BLACK CORAL INVESTMENTS, Inc.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

JAMES T. IANNACCONE
(Name of person)

(Name of firm/company)

800 EAST BROWARD BLVD, Suite 510
(Address)

FORT LAUDERDALE FL 33301
(City/state and zip code)

For further information concerning this matter, please call:

JAMES T. IANNACCONE at (954) 523-8700
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with Florida Business Corporations Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the **surviving Corporation:**

Black Coral Investments, Inc. Florida Document #K01737

Second: The name and jurisdiction of the **merging Corporation:**

Fire Coral Investments, Inc. Florida Document #M66845

Third: The Plan of Merger is attached hereto.

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

Fifth: Adoption of Merger by the surviving Corporation. The Plan of Merger was adopted by the shareholders of the surviving Corporation on December 30, 2002.

Sixth: Adoption of Merger by the merging Corporation. The Plan of Merger was adopted by the shareholders of the merging Corporation on December 30, 2002.

Seventh:

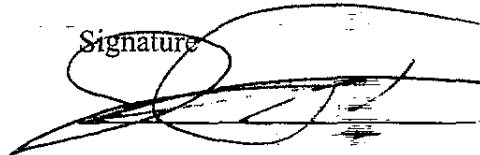
Signatures for each Corporation

Name of Corporation

Signature

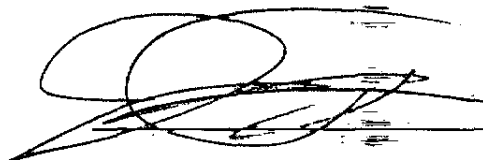
Name of Individual & Title

Fire Coral Investments, Inc.



James T. Iannaccone
Managing Director, Gallat,
N.V., a Netherlands Antilles
corporation, sole shareholder

Black Coral Investments, Inc.



James T. Iannaccone
Managing Director, Gallat,
N.V., a Netherlands Antilles
corporation, sole shareholder

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AGREEMENT AND PLAN OF MERGER
MERGING

Fire Coral Investments, Inc.

Into

Black Coral Investments, Inc.

Merger of Fire Coral Investments, Inc., a Florida Corporation, hereinafter "Fire", into Black Coral Investments, Inc., a Florida corporation, hereinafter "Black". This merger is being effected pursuant to this Agreement and Plan of Merger ("Agreement and Plan") in accordance with Section 607.1101 of the Florida Business Corporation Act.

1. **Articles of Incorporation.** Except as stated in item 4 below, the Articles of Black shall, without any changes, be the Articles of the surviving corporation from and after the date this Agreement and Plan becomes effective, which date shall be the date on which Articles of Merger are filed with the Secretary of State of Florida, until amended as permitted by law.

2. **Distribution to Stockholders of the Constituent Corporations.** Upon the date this Agreement and Plan becomes effective, each share of Fire common stock that shall be issued and outstanding at that time shall, without more be converted into and exchanged, pro-rata, for Black common stock. Each share of Black common stock that is issued and outstanding on the date of this Agreement and Plan becomes effective shall remain outstanding.

3. **Satisfaction of Rights of Fire's Stockholders.** All shares of Black stock into which shares of Fire shall have been converted, and for which Fire's shares become exchangeable pursuant to this Agreement and Plan shall be deemed to have been paid in full in satisfaction of such converted shares.

4. **Effect of Merger.** On the date this Agreement and Plan becomes effective, the separate existence of Fire shall cease, and Black shall be fully vested in Fire's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities and duties.

5. **Supplemental Action.** If at any time after this Agreement and Plan becomes effective, Fire or Black shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out provisions of this Agreement and Plan, the appropriate officers of Fire or Black as the case may be, whether past or remaining in office, shall execute and deliver upon the request of Fire or Black any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Black or to otherwise carry out the provisions of this Agreement and Plan.

6. **Filing with the Secretary of the State of Florida.** Fire and Black shall cause their Presidents to execute, acknowledge and file Articles of Merger with the Secretary of the State of Florida, pursuant to Section 607.1105 of the Florida Business Corporation Act.

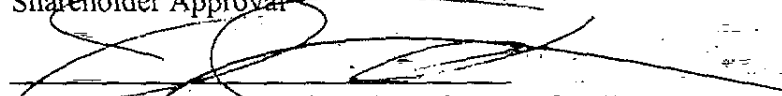
7. **Amendment and Waiver.** Any of the terms or conditions of this Agreement and Plan may be waived at any time by any one of the constituent Corporations which is, or the

stockholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the stockholders of the constituent Corporations by an agreement in writing executed in the same manner.

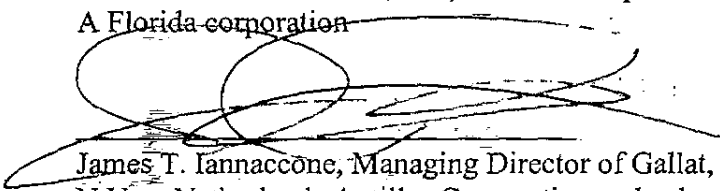
8 **Termination.** At any time before the date this Agreement and Plan becomes effective, this Agreement and Plan may be terminated and the merger abandoned by mutual consent of the Boards of Directors of both constituent Corporations, notwithstanding favorable action by the stockholders of the respective constituent Corporations.

Dated this 30th Day of December, 2002.

Fire Coral Investments, Inc., a Florida Corporation
~~Shareholder Approval~~


James T. Iannaccone, Managing Director of Gallat,
N.V., a Netherlands Antilles Corporation & sole
shareholder of Fire Coral Investments, Inc.

Black Coral Investments, Inc., a Florida corporation
~~A Florida corporation~~


James T. Iannaccone, Managing Director of Gallat,
N.V., a Netherlands Antilles Corporation and sole
shareholder of Black Coral Investments, Inc.