



K30126

FILED
00 APR 26 PM 3:25
RECEIVED
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 675892 121767A

AUTHORIZATION :

Patricia Pigato

COST LIMIT : \$ 78.75

ORDER DATE : April 26, 2000

Merger

ORDER TIME : 12:18 PM

300003225293--1

ORDER NO. : 675892-005

CUSTOMER NO: 121767A

CUSTOMER: Ms. Lucy J. Minehan
Karp & Genauer, P.a.
Suite 1202
2 Alhambra Plaza
Coral Gables, FL 33134

RECEIVED
00 APR 26 PM 1:45
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

DEEL REALTY, INC. (FL)

INTO

DEEL REALTY, INC. (DE)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:
XX CERTIFIED COPY

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS:

ADR
4/27/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

DEEL REALTY, INC., a Florida corporation K30126

,

INTO

DEEL REALTY, INC., a Delaware corporation not qualified in Florida

File date: April 26, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75

**ARTICLES OF MERGER
OF
DEEL REALTY, INC.
(a Florida corporation)
INTO
DEEL REALTY, INC.
(a Delaware corporation)**

FILED
00 APR 26 PM 3:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), Deel Realty, Inc., a Florida corporation (the "Merging Company"), hereby submits these Articles of Merger for the purpose of merging itself with and into Deel Realty, Inc., a Delaware corporation (the "Surviving Company") (the "Merger"):

FIRST: The name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name/Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Deel Realty, Inc. 3650 Bird Road Miami, FL 33133	Florida	Corporation

Florida Document/Registration Number: K30126 FEI Number: 65-0073145

SECOND: The name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name/Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Deel Realty, Inc. 3650 Bird Road Miami, FL 33133	Delaware	Corporation

THIRD: The attached Plan of Merger meets the requirements of section 607.1101 of the Act, and was adopted by the shareholders of the Merging Company on April 25, 2000 in accordance with Chapter 607, Florida Statutes.

FOURTH: The attached Plan of Merger was adopted by the shareholders of the Surviving Company on April 25, 2000

FIFTH: The Surviving Company hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders of the Merging Company.

SIXTH: The Surviving Company agrees to pay the dissenting shareholders of the Merging Company the amount, if any, to which they are entitled under section 607.1302 of the Act.

SEVENTH: This Merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

Executed as of the 25th day of April, 2000.

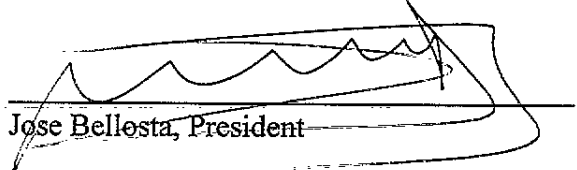
Deel Realty, Inc., a Florida corporation

By:


Jose Bellosta, President

Deel Realty, Inc., a Delaware corporation

By:


Jose Bellosta, President

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AGREEMENT AND PLAN OF MERGER

This *AGREEMENT AND PLAN OF MERGER* ("Agreement"), is entered into by and between **DEEL REALTY, INC.**, a Florida corporation ("Deel Florida), and **DEEL REALTY, INC.**, a Delaware corporation ("Deel Delaware"). Deel Florida and Deel Delaware are herein collectively referred to as the "Companies".

WHEREAS, Deel Florida is a corporation organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, Deel Delaware is a corporation organized and existing under and by virtue of the laws of the State of Delaware;

WHEREAS, Deel Florida and Deel Delaware have identical shareholders who own identical interests in each Company;

WHEREAS, in order to facilitate the Companies' businesses the respective directors of the Companies deem it advisable and in the best interests of the Companies that Deel Florida merge into Deel Delaware (the "Merger") pursuant to the terms of this Agreement, and that Deel Delaware be the surviving corporation of such Merger;

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements and covenants contained herein, the receipt and sufficiency of which the Companies hereby acknowledge, the Companies hereby agree that Deel Florida shall be merged into Deel Delaware (hereinafter sometimes referred to as the "Surviving Corp.") and that the terms and conditions of the Merger shall be as follows:

FIRST: The name and jurisdiction of the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Deel Realty, Inc.	Florida

SECOND: The name and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Deel Realty, Inc.	Delaware

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

Section 1. Surviving Corporation: Registered Office. Subject to the provisions of this Agreement, at the Effective Time (as defined below), the Companies shall be merged into a single corporation as follows: (i) Deel Florida shall merge with and into Deel Delaware, which shall be the Surviving Corp. and which shall exist by virtue of and be governed by the laws of the State of Delaware, (ii) the address of Deel Delaware's registered office in the State of Delaware shall be unchanged from its address prior to the Merger and (iii) the Surviving Corp. shall be named "DEEL REALTY, INC."

Section 2. Effective Time. The Merger shall be effective, and the "Effective Time" of the Merger shall be, immediately upon filing the Articles of Merger with the Florida Secretary of State and the Certificate of Merger with the Delaware Secretary of State.

Section 3. Effect of Merger.

(a) At the Effective Time, the separate existences of Deel Florida and Deel Delaware shall be merged into and continued in the Surviving Corp., and the Surviving Corp. shall be deemed to be the same as Deel Delaware and Deel Florida. All rights, franchises and interests of Deel Florida and Deel Delaware, respectively, in and to any type of property, contract and chose in action shall be transferred to and vested in the Surviving Corp. by virtue of the Merger without any deed or other transfer. The Surviving Corp., without the intervention of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Deel Florida and Deel Delaware, respectively, immediately prior to the Effective Time.

(b) At the Effective Time, the Surviving Corp. shall be liable for all debts, liabilities and obligations of Deel Florida and Deel Delaware. All debts, liabilities and obligations of Deel Florida and Deel Delaware shall be those of the Surviving Corp. as if the Surviving Corp. had itself incurred the debts, liabilities and obligations, and shall not be released or impaired by the Merger. All rights of creditors and other obligees and all liens on the property of either Deel Florida or Deel Delaware shall be preserved unimpaired by the Merger.

(c) No shareholders of either the Deel Florida or the Deel Delaware will, as a result of the Merger, become personally liable for the liabilities or obligations of the Surviving Corp. or any other person or entity unless such member consents to becoming personally liable by action taken in connection with this Agreement.

Section 4. Conversion of Interests. At the Effective Time, the interests of Deel Florida shall be canceled without consideration and without further action on the part of the owners thereof or the Surviving Corp. At the Effective Time, all interests of Deel Delaware issued and outstanding prior to the Merger shall be deemed to be all of the interests of the Surviving Corp.

Section 5. Certificate of Incorporation, Bylaws, Directors and Officers of the Surviving Corp.

(a) The Certificate of Incorporation of Deel Delaware as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corp. after the Effective Time.

(b) The Bylaws of Deel Delaware in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corp. after the Effective Time.

(c) The directors and officers of Deel Delaware immediately prior to the Effective Time shall be the directors and officers of the Surviving Corp. after the Effective Time.

Section 6. Approval. The obligations of the Companies under this Agreement are subject to the approval and adoption of this Agreement and the Merger by the not less than the percentage of the shareholders of each such Company as required by the laws of the state of formation of such Company and the articles of incorporation and bylaws of such Company.

Section 7. Miscellaneous. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the 25th day of April, 2000.

DEEL REALTY, INC., a Florida corporation

By: _____


Jose Bellosta, President

DEEL REALTY INC., a Delaware corporation

By: _____


Jose Bellosta, President

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