

K32810

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March 5, 2002

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Secretary of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

merger

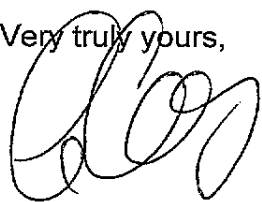
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: Hampton KB, Inc. and Llobell Bernstein Corp.

Dear Sir or Madam:

Enclosed please find the Plan and Agreement of Reorganization by Merger of Hampton KB, Inc. with and into Llobell Bernstein Corp. under the name of Llobell Bernstein Corp. together with the Articles of Merger and Plan of Merger. Additionally, enclosed is this firm's check in the amount of \$70.00 representing the fee for filing the documents with the State. Should you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,



Carlos D. Lerman



Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

HAMPTON KB, INC., a Florida corporation P00000052671

INTO

LLOBELL BERNSTEIN CORP., a Florida entity, K32810.

File date: March 7, 2002

Corporate Specialist: Annette Ramsey

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

Jurisdiction

Florida

Second: The name and jurisdiction of each merging corporation:

Jurisdiction

Florida

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 4, 2002.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 4, 2002

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

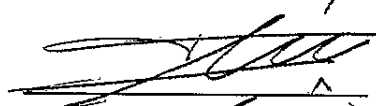
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

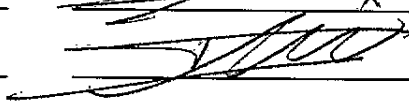
Typed or Printed Name of Individual & Title

Llobell Bernstein Corp.



Fabian Gaston Llobell, President

Hampton KB, Inc.



Fabian Gaston Llobell, President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

<u>Name</u>	<u>Jurisdiction</u>
<u>Llobell Bernstein Corp.</u>	<u>Florida</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Hampton KB, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

See Exhibit A

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Exhibit A

(Attach additional sheets if necessary)

PLAN AND AGREEMENT OF REORGANIZATION
by merger of HAMPTON KB, INC.
with and into Llobell Bernstein Corp.
under the name of Llobell Bernstein Corp.

This is a Plan and Agreement of Merger ("Agreement") between Hampton KB, Inc., a Florida corporation, and Llobell Bernstein Corp., a Florida corporation

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Hampton KB, Inc. and Llobell Bernstein Corp. pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Hampton KB, Inc. shall be merged with and into Llobell Bernstein Corp. to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Llobell Bernstein Corp.

(c) When this agreement shall become effective, the separate corporate existence of Hampton KB, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Hampton KB, Inc. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Hampton KB, Inc., as well as with the assets of Llobell Bernstein Corp.

(e) The shareholders of Hampton KB, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Hampton KB, Inc. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock

(g) The shareholders of Llobell Bernstein will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of Llobell Bernstein Corp., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger ("Effective Date") shall be the date of the filing of the Articles of Merger, to wit: _____ .

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Hampton KB, Inc., represents and warrants to the Surviving Corporation as follows:

(a) Hampton KB, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Hampton KB, Inc. has an authorized capitalization consisting of 100 shares of common stock, each of \$1.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) Hampton KB, Inc. has furnished the Surviving Corporation with the balance sheet of Hampton KB, Inc. as of 12/31/01 and the related statement of income for the twelve months then ended, and an interim balance sheet (the "Balance Sheet") as of 12/31/01 (the "Balance Sheet Date") and the related statement of income for the period then ended. These financial statements (i) are in accordance with the books and records of Hampton KB, Inc.; (ii) fairly present the financial condition of Hampton KB, Inc. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of Hampton KB, Inc.. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of Hampton KB, Inc. at the Balance Sheet Date .

(d) All required federal, state, and local tax returns of Hampton KB, Inc. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Hampton KB, Inc., has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to Hampton KB, Inc. to execute this Agreement and perform its obligations under this Agreement, Llobell Bernstein Corp. represents and warrants to Hampton KB, Inc. as follows:

(a) Llobell Bernstein Corp. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Llobell Bernstein Corp. has an authorized capitalization constituting of 7,500 shares of common stock, each of \$1.00, par value. As of the date of this Agreement 7,500 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Llobell Bernstein Corp., pending consummation of the merger, Hampton KB, Inc. shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall not be submitted to the shareholders of Llobell Bernstein for approval because such approval is not required pursuant to Section 607.1103(7) of the Florida Statutes

Conditions Precedent to Obligations of Hampton KB, Inc.

3.03. Except as may be expressly waived in writing by Hampton KB, Inc., all of the obligations of Hampton KB, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Llobell Bernstein Corp.:

(a) The representations and warranties made by Llobell Bernstein, Corp. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Llobell Bernstein Corp. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Hampton KB, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Hampton KB, Inc.

(b) Llobell Bernstein Corp. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Llobell Bernstein Corp. shall have delivered to Hampton KB, Inc. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(e) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Hampton KB, Inc.

Conditions Precedent to Obligations of Llobell Bernstein Corp.

3.04. Except as may be expressly waived in writing by Llobell Bernstein Corp. Inc., all of the obligations of Llobell Bernstein Corp. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Hampton KB, Inc.:

(a) The representations and warranties made by Hampton KB, Inc. to Llobell Bernstein Corp. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement

shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Hampton KB, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Llobell Bernstein Corp. and shall either correct the error, misstatement, or omission or obtain a written waiver from Llobell Bernstein Corp..

(b) Hampton KB, shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Hampton KB, Inc. shall have delivered to Llobell Bernstein Corp. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of Hampton KB, Inc. and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of Hampton KB, Inc shall surrender their shares to Fabian Llobell promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. (a) The shareholders of Hampton KB, Inc. shall be entitled to receive 75 share of the Surviving Corporation, each of \$1.00 par value, being one percent (1%) of the total outstanding stock of the surviving corporation.

Shares of Survivor

4.03. (a) The currently outstanding 7,500 [number] shares of common stock of Llobell Bernstein Corp. each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of Llobell Bernstein Corp. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Llobell Bernstein Corp. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01. The bylaws of Llobell Bernstein Corp., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Hampton KB, Inc., Llobell Bernstein Corp., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02 Hampton KB, Inc. agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

(a) Make those representations and warranties to Llobell Bernstein Corp. as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

(c) Agree to indemnify Llobell Bernstein Corp. for misrepresentation or breach of any warranty made to Lobell Bernstein Corp.; and

(d) Agree to pay all expenses incurred or to be incurred by or on behalf of Hampton KB, Inc. in connection with and arising out of this Agreement.

Expenses

7.03. Hampton KB, Inc. will cause the stockholders to pay all expenses Hampton KB, Inc. in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of Hampton KB, Inc.'s counsel and accountants. If the transactions contemplated by this Agreement are not consummated, either Hampton KB, Inc. or the stockholders shall pay such expenses of Hampton KB, Inc. as the stockholders and Hampton KB, Inc. may then determine. Llobell Bernstein Corp. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of Hampton KB, Inc. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax

purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of Hampton KB, Inc. on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of Llobell Bernstein Corp. if without the prior consent in writing of Llobell Bernstein Corp, Hampton KB, Inc. shall have:

- (1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. Hampton KB, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Hampton KB, Inc. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of Hampton KB, Inc., to: Fabian Llobell at 664 NW 118th Street
Miami, FL 33168 or to such other person or address as Hampton KB, Inc. may
from time to time request in writing.

(b) In the case of Llobell Bernstein Corp, to: Fabian Llobell at 664 NW 118th Street
Miami, FL 33168 or to such other person or address as Llobell Bernstein Corp.
may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida

IN WITNESS WHEREOF, this Agreement was executed on March 5, 2002

Hampton KB, Inc.

By: [Signature]

Fabian Llobell, President

ATTEST:

By: [Signature]

Secretary

Llobell Bernstein Corp

By: [Signature]

Fabian Llobell, President

ATTEST:

By: [Signature]

Secretary