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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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12/26/02

ARTICLES OF MERGER
Merger Sheet

MERGING:

SHLP REALTY ADVISORS, INC., a Florida corporation K68714
,

INTO

DOMAIN CAPITAL ADVISORS, INC., a Delaware entity not qualified in Florida.

File date: December 26, 2002

Corporate Specialist: Annette Ramsey

CT CORPORATION

December 26, 2002

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5754698 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

SHLP Realty Advisors, Inc. (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton
Sr. Fulfillment Specialist
Jeff_Netherton@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

**ARTICLES OF MERGER
OF
SHLP REALTY ADVISORS, INC.,
a Florida corporation
INTO
DOMAIN CAPITAL ADVISORS, INC.,
a Delaware corporation**

FILED
02 DEC 26 PM 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with and pursuant to §607.1109 of the Florida Business Corporation Act.

FIRST: The name and jurisdiction of each merging corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|----------------------------|---------------------|
| SHLP Realty Advisors, Inc. | Florida |

SECOND: The name and jurisdiction of the surviving corporation is:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------------------------|---------------------|
| Domain Capital Advisors, Inc. | Delaware |

THIRD: A copy of the Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

FOURTH: The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.


FIFTH: The Plan of Merger was adopted by written consent of the sole member of the Board of Directors of the surviving corporation on December 24, 2002 and by written consent of the sole shareholder of the surviving corporation on December 24, 2002.

SIXTH: The Plan of Merger was adopted by unanimous written consent of the Board of Directors of the merging corporation on December 24, 2002 and by written consent of the sole shareholder of the merging corporation on December 24, 2002.

[Signatures on following page]

EXECUTED this 24th day of December, 2002.


SHLP Realty Advisors, Inc.,
a Florida corporation

By: 
Name: J. Robert Love
Title: President

Attest:

By: 
Alan G. Lee, Secretary

Domain Capital Advisors, Inc.,
a Delaware corporation

By: 
Name: J. Robert Love
Title: President

Attest:

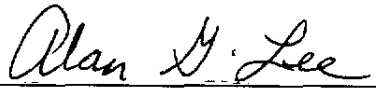
By: 
Alan G. Lee, Secretary

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER OF SHLP REALTY ADVISORS, INC., a Florida corporation, with and into DOMAIN CAPITAL ADVISORS, INC., a Delaware corporation

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is executed as of December 24, 2002 by and between SHLP REALTY ADVISORS, INC., a Florida corporation ("SHLP" or hereinafter referred to as the "Merging Corporation") and DOMAIN CAPITAL ADVISORS, INC. a Delaware corporation (the "Surviving Corporation"). The Surviving Corporation and the Merging Corporation are sometimes hereinafter referred to jointly as the "Constituent Corporations."

RECITAL

The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interest of said corporations and their respective shareholders that the Merging Corporation merge with and into the Surviving Corporation.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties hereto that the Merging Corporation shall be merged into the Surviving Corporation in accordance with the applicable provisions of the General Corporation Law of the State of Delaware, as amended (the "DGCL") and the Florida Business Corporation Code, as amended (the "FBCC") and upon the following terms and conditions:

ARTICLE 1 BACKGROUND

Section 1.1 Organization of the Parties. SHLP is a corporation duly organized and existing under the laws of the State of Florida. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware.

Section 1.2 Merging Corporation's Capital Stock. SHLP has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, \$.01 par value per share, of which Ten Thousand (10,000) shares are now duly issued and outstanding.

Section 1.3 Surviving Corporation's Capital Stock. The Surviving Corporation has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, \$.01 par value per share, of which One Thousand (1000) shares are now duly issued and outstanding.

Section 1.4 Merger. Effective December 24, 2002, the Surviving Corporation will merge the Merging Corporation with and into the Surviving Corporation (the "Merger").

Section 1.5 Desire to Merge. The Merging Corporation and the Surviving Corporation desire to effect a statutory merger of the Merging Corporation with and into the Surviving Corporation (the "Merger") in the manner herein set forth, and the Board of Directors

and shareholders of each of the Constituent Corporations have duly adopted resolutions, by unanimous written consent, approving this Agreement and the Merger.

ARTICLE 2 PARTIES TO PROPOSED MERGER

Section 2.1 The Merging Corporation. The name of the corporation proposing to merge into the Surviving Corporation is SHLP Realty Advisors, Inc., a Florida corporation.

Section 2.2 The Surviving Corporation. The name of the corporation into which the Merging Corporation proposes to merge is Domain Capital Advisors, Inc., a Delaware corporation.

ARTICLE 3 TERMS AND CONDITIONS OF PROPOSED MERGER AND MODE OF CARRYING IT INTO EFFECT

Section 3.1 General. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporation shall merge with and into the Surviving Corporation, which shall survive the merger and continue to be a Delaware corporation; (b) the separate existence and corporate organization of the Merging Corporation shall cease upon the Effective Date of the Merger, as provided by the DGCL and the FBCC; (c) the corporate existence of Surviving Corporation with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; (d) the Surviving Corporation shall be governed by the laws of the State of Delaware and succeed to all rights, assets, liabilities and obligations of the Merging Corporation as set forth in the DGCL; and (e) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain the outstanding shares of the common stock of the Surviving Corporation in accordance with their terms.

Section 3.2 Effective Date of the Merger. The "Effective Date of the Merger" with respect to the merger contemplated by this Agreement shall be December 26, 2002.

Section 3.3 Private Property of Shareholders. The private property of the shareholders of the Merging Corporation and of the Surviving Corporation shall not be subject to the payment of the corporate debts of either corporation to any extent whatsoever.

ARTICLE 4 MANNER AND BASIS OF CONVERTING SHARES OF CAPITAL STOCK OF THE MERGING CORPORATION INTO SHARES OF THE SURVIVING CORPORATION

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporation shall automatically and by operation of law be canceled without any consideration being issued or paid therefor and all certificates evidencing ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the

Surviving Corporation, without any action on the part of the holder thereof, shall remain issued and outstanding and the certificates evidencing these shares shall remain valid.

ARTICLE 5 CERTIFICATE OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION

The Certificate of Incorporation of Domain Capital Advisors, Inc. on the Effective Date of the Merger shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law. Also, upon the Effective Date of the Merger, the By-laws of Domain Capital Advisors, Inc. shall be the By-laws of the Surviving Corporation until thereafter amended in accordance with applicable law.

ARTICLE 6 DIRECTORS AND OFFICERS

The directors and officers of Domain Capital Advisors, Inc. in office on the Effective Date of the Merger shall be the current directors and officers of the Surviving Corporation, each to hold office until their successors shall have been elected and shall have been qualified or until their earlier resignation or removal.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

Section 7.1 The Merging Corporation represents and warrants as follows:

(a) Organization and Good Standing. It is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery and performance of this Agreement and Plan of Merger by it have been duly and validly authorized and approved by all necessary corporate action.

Section 7.2 The Surviving Corporation represents and warrants as follows:

(a) Organization and Good Standing. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery and performance of this Agreement and Plan of Merger by the Surviving Corporation have been duly and validly authorized and approved by all necessary corporate action.

ARTICLE 8 EFFECTS OF MERGER

The Merger shall have the effect provided therefor by the DGCL and the FBCC. As of the Effective Date of the Merger, the Surviving Corporation shall succeed to, without other

transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of the Merging Corporation; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any property or any interest therein, vested in the Merging Corporation, shall not revert to or be in any way impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of the Merging Corporation (including, without limitation, all federal, state and local tax obligations and liabilities of the Merging Corporation); and any claims existing by or against the Merging Corporation may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Corporation may be substituted in the place of the Merging Corporation. The rights of any creditors of the Merging Corporation shall not be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents that may be required for it to assume or otherwise comply with any outstanding obligations of the Merging Corporation.

ARTICLE 9 CORPORATE APPROVALS AND TERMINATION

Section 9.1 Corporate Approvals. This Agreement and the Merger have been approved by the unanimous written consents of the Board of Directors and shareholders of each of the Constituent Corporations, in compliance with the DGCL and the FBCC.

Section 9.2 Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by any of the Merging Corporation or the Surviving Corporation by appropriate resolution of its Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporation nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect to such termination or abandonment.

ARTICLE 10 MISCELLANEOUS

Section 10.1 Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporation, or otherwise, to take any and all such action.

Section 10.2 Procedure. Each party will in a timely manner follow the procedures provided by Delaware and Florida law in connection with the statutory merger including the filing of appropriate Articles of Merger and/or Certificates of Merger, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

Section 10.3 Tax Consequences. It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify under the internal revenue laws as tax-free reorganization under Internal Revenue Code Section 368(a)(1)(F). To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

EXECUTED as of the date first above written.

ATTEST:

By: Alan G. Lee
Alan G. Lee, Secretary

Domain Capital Advisors, Inc.

By: J. Robert Love
Name: J. Robert Love
Title: President

ATTEST:

By: Alan G. Lee
Alan G. Lee, Secretary

SHLP Realty Advisors, Inc.

By: J. Robert Love
Name: J. Robert Love
Title: President