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LAW OFFICES  
OF

JOEL REINSTEIN

JOEL REINSTEIN

THE PLAZA - SUITE 801  
5355 TOWN CENTER ROAD  
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 391-4900  
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DIRECT DIAL (561) 237-1540

May 5, 2000

AIRBORNE

Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

Re: CGC Properties, L.L.C.  
Articles of Merger

100003242711--3

-05/08/00-01100-013

\*\*\*\*\*87.50 \*\*\*\*\*87.50

MJH

Dear Sir:

Enclosed please find Articles of Merger for CGC Properties, Inc. and CGC Properties, L.L.C. having an effective date of May 31, 2000. Also enclosed is our check in the amount of \$87.50 representing your filing fee of \$35.00 for the corporation and \$52.50 for the L.L.C.

MJH

Please return a filed copy of the Articles in the envelope provided.

Please contact the undersigned if you have any questions.

Thank you for your cooperation in this matter.

Sincerely,

Joel Reinstein

JR/wsm

Enclosures

cc: Mrs. Nancy P. Valassis  
Mr. Larry L. Johnson  
Leroy Koross, C.P.A.

StateMrg.1tr

00 MAY -8 AM 9:52  
DIVISION OF CORPORATIONS

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

CGC PROPERTIES, INC., a Florida Corporation, P99000051896

,

into

**CGC PROPERTIES, L.L.C.**, a Florida entity L00000004613

File date: May 8, 2000 , effective May 31, 2000

Corporate Specialist: Michelle Hodges

00 MAY -8 AM 9:53

RECEIVED  
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER**

**OF**

**CGC PROPERTIES, INC.**

**INTO**

**CGC PROPERTIES, L.L.C.**

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Company Act, <sup>799000051896</sup> CGC PROPERTIES, INC., a Florida corporation and <sup>L00000004013</sup> CGC PROPERTIES, L.L.C. (the "Surviving Entity") adopt the following Articles of Merger for the purpose of merging CGC PROPERTIES, INC. into the Surviving Entity (the "Merger").

**FIRST:** The Plan of Merger is attached hereto as Exhibit A.

**SECOND:** This Plan of Merger has been approved by the unanimous written consent of the sole stockholder and director of CGC PROPERTIES, INC. and the sole member of the Surviving Entity.

**IN WITNESS WHEREOF,** each of the undersigned has caused these Articles of Merger to be signed in its business entity name as of the 5 day of May, 2000.

CGC PROPERTIES, INC.,  
a Florida Corporation

By: Nancy P. Valassis  
Nancy P. Valassis  
President

CGC PROPERTIES, L.L.C., a Florida  
Limited Liability Company

By: Nancy P. Valassis  
Nancy P. Valassis

100  
SECTION 607.1109  
DIVISION OF CORPORATIONS  
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001171 - 8 AM 9:52  
SPECIAL AGENT  
DIVISION OF CORPORATIONS

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 5 day of May, 2000, by and among CGC PROPERTIES, L.L.C. (the "Surviving Entity") and CGC PROPERTIES, INC., a Florida corporation ("Corporation") (CGC PROPERTIES, INC. and CGC PROPERTIES, L.L.C. are sometimes hereinafter collectively referred to as the "Constituent Entities").

R E C I T A L S :

A. Corporation has issued and outstanding 1000 shares of common stock, par value \$.01 per share (the "Corporation Stock");

B. The director, shareholder and member of the Constituent Entities deem it advisable and in the best interest of each such entity that CGC PROPERTIES, INC. merge (the "Merger") with and into CGC PROPERTIES, L.L.C. as provided herein.

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

## **1. The Merger**

### **1.1 Manner of Merger**

Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined), CGC PROPERTIES, INC. shall be merged with and into CGC PROPERTIES, L.L.C., which shall be the surviving entity. The existence of CGC PROPERTIES, L.L.C. with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and as the Surviving Entity, CGC PROPERTIES, L.L.C. shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities and obligations of CGC PROPERTIES, INC. as set forth in the Florida Business Corporation Act and the Florida Limited Liability Company Act (the "Florida Acts"). The separate existence and corporate organization of CGC PROPERTIES, INC. shall cease upon the Effective Date of the Merger and thereafter CGC PROPERTIES, L.L.C. shall continue as the Surviving Entity under the laws of the State of Florida. The Surviving Entity, without further act, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Entities, and neither the rights of creditors nor any liens upon the property of any of the Constituent Entities shall be impaired by the Merger, nor increased as a result of the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Entities;

and (iii) be liable for all of the obligations and liabilities of each of the Constituent Entities existing immediately prior to the Effective Date. The title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger; the transfer of such real estate to the Surviving Entity being evidenced by recorded deed(s) as provided by Fla. Statutes 607.11101 and 608.4383(2).

**1.2 Bylaws and Management of the Surviving Entity.**

(a) The Operating Agreement of CGC PROPERTIES, L.L.C. as in effect immediately prior to the Effective Date of the Merger shall be the Operating Agreement of the Surviving Entity until same shall thereafter be altered, amended or repealed in accordance with law and such Operating Agreement.

(b) The name and address of the managing member of the Surviving Entity is as follows:

Nancy P. Valassis  
1948 Woodlake Terrace  
Deerfield Beach, FL 33442

**1.3 The Status and Conversion of Shares.**

The manner of converting the shares of the Constituent Entities shall be as follows:

On the Effective Date of the Merger, all One Thousand (1000) of the shares of CGC PROPERTIES, INC. Common Stock issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof be converted into one membership

interest of the Surviving Entity. Since the same individual holds all of the interests in the Constituent Entities, there shall be no requirement that a new membership interest in the Surviving Entity be created. Rather, the existing outstanding membership interest of CGC PROPERTIES, L.L.C. shall be deemed to be issued in exchange for the outstanding stock of CGC PROPERTIES, INC.

**2. Conditions to Consummation of the Merger**

Consummation of the Merger is subject to each of CGC PROPERTIES, L.L.C. and CGC PROPERTIES, INC. receiving all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

**3. General.**

**3.1 Effective Date of Merger.**

The Merger shall become effective on May 31, 2000. The term "Effective Date" or "Effective Date of the Merger" as used herein shall mean the date and time at which the Merger becomes effective. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it in order to consummate the Merger on such date.

**3.2 Termination.**

At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of CGC PROPERTIES, INC. or the member of CGC PROPERTIES, L.L.C. In the event of the termination and abandonment pursuant to this Section 3.2, this Agreement shall become void and have no effect, without any liability on the part of any of the parties or their directors, officers, stockholders or members in respect of this Agreement and the transactions contemplated hereby.

### **3.3 Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

### **3.4 Severability.**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **3.5 Remedies.**

(a) Any right and remedy belonging to CGC PROPERTIES, L.L.C. or CGC PROPERTIES, INC. and arising in connection with the actions contemplated by this Agreement shall be pursued solely against CGC PROPERTIES, L.L.C. or CGC PROPERTIES,



INC., and not against their respective officers, directors, managing members or employees.

(b) In the event that any officer, director, managing member or employee of CGC PROPERTIES, L.L.C. or CGC PROPERTIES, INC. becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, any or each of CGC PROPERTIES, L.L.C., and CGC PROPERTIES, INC. shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the extent that such indemnification is prohibited by law.

**3.6 Entire Agreement.** This instrument contains the entire agreement between the parties herewith with respect to the transactions contemplated hereby. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing authorized by the respective Board of Directors or managing members and signed by the party to be charged, and then only to the extent set forth in such instrument.

**3.7 Headings.** The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of this Agreement.

**3.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

EXECUTED as of the day and year first above written.

**CGC PROPERTIES, L.L.C.,** a Florida  
Limited Liability Corporation

By: Nancy P. Valassis  
Nancy P. Valassis

**CGC PROPERTIES, INC.,**  
a Florida corporation

By: Nancy P. Valassis  
Nancy P. Valassis  
President