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ACCOUNT NO. : 072100000032

REFERENCE : 874449 4728469

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : December 30, 2002

ORDER TIME : 8:15 AM

ORDER NO. : 874449-010

CUSTOMER NO: 4728469

CUSTOMER: Ms. Margot Dekorte
Norris McLaughlin & Marcus
721 Route 202-206
P.O. Box 1018
Somerville, NJ 08876-1018

ARTICLES OF MERGER

AUTOGRAPH GUARANTY, LLC

INTO

AUTOGRAPH GUARANTY, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Norma Parramore

EXAMINER'S INITIALS: _____

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ARTICLES OF MERGER
Merger Sheet

MERGING:

AUTOGRAPH GUARANTY, LLC a New Jersey entity M02000001770

INTO

AUTOGRAPH GUARANTY LLC, a Florida entity, L01000021850

File date: December 31, 2002

Corporate Specialist: Lee Rivers

ARTICLES OF MERGER
OF
AUTOGRAPH GUARANTY, L.L.C. 102-1770
INTO
AUTOGRAPH GUARANTY LLC 101-21850

Pursuant to the provision of Section 42:2B-20 of the New Jersey Limited Liability Company Act and Sections 608.4381 and 608.4382 of the Florida Limited Liability Act, the undersigned limited liability companies adopt the following Articles of Merger for the purpose of merging Autograph Guaranty, L.L.C. ("*Autograph NJ*"), a New Jersey limited liability company located at 299 Webro Road, Parsippany, New Jersey 07054, into Autograph Guaranty LLC. ("*Autograph FL*") also referred to herein as the "*Surviving Entity*", a Florida limited liability company located at 1500 Independence Boulevard Suite 220, Sarasota, Florida 34234.

I. The merger is permitted under the respective laws of New Jersey and Florida and is not prohibited by the articles of organization of any limited liability company that is a party to the merger.

II. The following Agreement and Plan of Merger was adopted, approved and executed by the respective Managers and Members of both Autograph NJ and Autograph FL by unanimous resolution in the manner prescribed by Section 42:2B-20 of the New Jersey Limited Liability Company Act and Sections 608.4381 and 608.4382 of the Florida Limited Liability Act.

1. Merger/Surviving Entity. Autograph NJ shall be merged into Autograph FL, which shall be the surviving entity.
2. Terms and Conditions of Merger. On the Effective Date of the merger of Autograph NJ into Autograph FL, the following shall occur:
 - 1.1. The separate existence of Autograph NJ shall cease and Autograph FL shall continue in existence as the Surviving Entity;
 - 1.2. Autograph FL shall thereupon and thereafter possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of each of Autograph NJ and Autograph FL;

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- 1.3. All real and personal property, tangible and intangible, of every kind and description belonging to each of Autograph NJ and Autograph FL shall be vested in Autograph FL without further act or deed, and the title to any real estate, or any interest therein, vested in Autograph NJ and Autograph FL shall not revert or be in any way impaired by reason of the merger;
 - 1.4. Autograph FL shall be liable for all of the obligations and liabilities of Autograph NJ and any claim existing or action or proceeding pending by or against Autograph NJ may be prosecuted to judgment by Autograph FL as if the merger had not taken place or Autograph FL may be substituted in place of Autograph NJ. The merger shall impair neither the rights of the creditors nor any liens on the property of Autograph NJ;
 - 1.5. Autograph FL shall take the assets and liabilities of Autograph NJ onto its books, as of the effective date of the merger, at the amounts at which they are carried on the books of Autograph NJ; and
 - 1.6. The Manager of Autograph FL shall continue to be Manager of the Surviving Entity for the terms for which he was elected and qualified as provided by law and the Operating Agreement of the Surviving Entity, and all persons who shall be executive or administrative officers of the Surviving Entity on the effective date of the merger shall continue to hold the same such offices until their respective successors are chosen and qualified by the Manager of the Surviving Entity.
3. Membership Interests/Cancellation of Autograph NJ Membership Interests. Immediately before the effective date of the merger, there will be issued and outstanding: (i) ten thousand (10,000) membership interests of Autograph NJ and (ii) one (1) membership interest of Autograph FL. As of the date of the merger all Autograph NJ membership interests shall be converted into a like number of membership interests in Autograph FL and all membership interests in Autograph FL shall be canceled and retired.
4. Abandonment Provision. This Agreement and Plan of Merger may be abandoned at any time prior to the filing of the Certificate of Merger with the Secretary of State of New Jersey and Articles of Merger with the Department of State of Florida by mutual consent of the parties. In the event of abandonment of this Agreement and Plan of Merger, this Agreement shall become null and void and there shall be no liability or obligation on the part of any party.

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5. Further Assurances. If at any time the Surviving Entity determines that additional conveyances, documents or other actions are necessary to carry out the provisions of this Agreement and Plan of Merger, it is understood and agreed by the parties that the Surviving Entity shall have the authority to execute such conveyances or documents and take such actions on behalf of Autograph NJ as may be required as agent and attorney-in-fact, with full power of substitution, to take any and all action on behalf of Autograph NJ as may be required to carry out the purposes and provisions of this Agreement and Plan of Merger.
6. Foreign Entity Registration/ Service of Process. The Surviving Entity shall not maintain a registration as a foreign limited liability company in the State of New Jersey. The Surviving Entity agrees that it may be served with process, delivered to its registered agent in New Jersey, in any proceeding for enforcement of any obligation of Autograph NJ. Autograph FL hereby makes an irrevocable appointment of the Secretary of State of New Jersey as its agent to accept service of process in any such proceeding in New Jersey. The Secretary of State thereof shall mail a copy of the process in such proceeding to Autograph FL at the address first set forth in the preamble to this Agreement.
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereon shall be bound until each of the parties named below shall have duly executed or caused to be executed a counterpart of this Agreement.
8. Management. The Surviving Entity is a limited liability company and shall be managed by one manager, Mark Salzburg, 1505 Independence Boulevard, Suite 220, Sarasota, Florida 34234.
- III. Effective Date. This merger shall be effective on the close of business on December 31, 2002 (the "Effective Date").
- IV. Applicable Law. The Articles of Merger comply and were executed in accordance with the laws of both New Jersey and Florida.

[Signature page follows]

IN WITNESS WHEREOF, Autograph NJ and Autograph FL have each caused these Articles of Merger to be signed by their respective authorized officers on the date set forth below, each of whom represents that he is authorized to execute this document on behalf of the respective limited liability company.

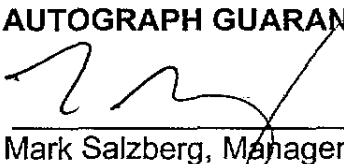
AUTOGRAPH GUARANTY, L.L.C. (NJ)

By:


Mark Salzberg, Manager

AUTOGRAPH GUARANTY LLC (FL)

By:


Mark Salzberg, Manager

Dated: December 10, 2002

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