

L020000001248

April 29, 2002

Department of State
Division of Corporations
Corporate Filings
409 E. Gaines Street
Tallahassee, FL 32399

200005664182--0
-06/03/02--01021--006
*****55.00 *****55.00

Re: Qualification of Jerry and Aida Martin Trust ("Trust"); Merger of Trust with and into 508 West Central, LLC

200005664182--0
-06/17/02--01074--013
*****25.00 *****25.00

Dear Sir/Ma'am:

Please find enclosed the following documents pertaining to the above-referenced transactions:

1. Declaration of Trust for the Jerry and Aida Martin Trust
2. Affidavit to qualify the trust with the Florida Secretary of State
3. Check in the amount of \$350 to qualify the trust
4. Agreement and Plan of Merger
5. Articles of Merger of the Trust into 508 West Central, LLC
6. Check in the Amount of \$55.00, representing the \$25 filing fee for the Articles of Merger and \$30.00 for a certified copy of the Articles of Merger after being filed with the Secretary of State.

P02-16

L02-1248

W6/17

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JUN 17 PM 2:48

Please qualify the Trust with the Secretary of State. After qualifying the Trust, please file the Articles of Merger to effectuate the merger of the Trust with and into 508 West Central, LLC. 508 West Central, LLC will be the surviving entity. Please forward the certified Articles of Merger to this office at your earliest convenience.

You are welcome to call me if you have any questions or require additional information.

Sincerely,



Kurt Forrest Brewer

Business, Commercial & Entertainment Law

Capital Plaza at Lake Eola
301 East Pine Street, Suite 150
Orlando, Florida 32801
Office: 407.210.6554
Fax: 407.835.3601
Mobile: 407.325.1855
Email: kurtbrewer@lawyer.com

FF \$50.00
cc 30.00



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

June 5, 2002

KURT FORREST BREWER PA TRUST
% KURT FORREST BREWER
300 EAST PINE STREET SUITE 150
ORLANDO, FL 32801

SUBJECT: JERRY AND AIDA MARTIN TRUST
Ref. Number: D02000000016

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JUN 17 PM 2:40

We have received your document for JERRY AND AIDA MARTIN TRUST and your check(s) totaling \$55.00. However, the document has not been filed and is being retained in this office for the following:

The filing fee for a merger is based on both parties to the merger: based on your two parties, the filing fee is \$50, and the certified copy you requested is \$30. Please return this letter with a check for the remaining \$25 due.

Please return a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6958.

Lee Rivers
Document Specialist

Letter Number: 302A00036772

Kurt Forrest Brewer, P.A.

June 12, 2002

Department of State
Division of Corporations
Merger Filings
Attn: Lee Rivers
409 E. Gaines Street
Tallahassee, FL 32399

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
02 JUN 17 PM 2:40

Re: Merger of Jerry and Aida Martin Trust ("Trust") with and into 508 West Central
LLC

Dear Mr. Rivers:

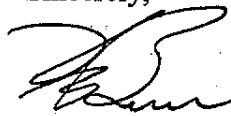
Pursuant to a conversation today with your office, please find enclosed additional filing fees in the amount of \$25.00 to effectuate the above-referenced merger ("Merger"), which has been placed on hold by your office. In addition to the additional funds, you should have in your possession the following documents and funds relating to the Merger:

1. Agreement and Plan of Merger
2. Articles of Merger of the Trust into 508 West Central, LLC
3. Check in the Amount of \$55.00, representing the \$25 filing fee for the Articles of Merger and \$30.00 for a certified copy of the Articles of Merger after being filed with the Secretary of State.

Please file the Articles of Merger to effectuate the merger of the Trust with and into 508 West Central, LLC. 508 West Central, LLC will be the surviving entity. Please forward the certified Articles of Merger to this office at your earliest convenience.

You are welcome to call me if you have any questions or require additional information.

Sincerely,



Kurt Forrest Brewer

Business, Commercial & Entertainment Law

Capital Plaza at Lake Eola
301 East Pine Street, Suite 150
Orlando, Florida 32801
Office: 407.210.6554
Fax: 407.835.3601
Mobile: 407.325.1855
Email: kurtbrewer@lawyer.com

ARTICLES OF MERGER
Merger Sheet

MERGING:

JERRY AND AIDA MARTIN TRUST a Florida entity D02000000016

into

508 WEST CENTRAL, LLC, a Florida entity L02000001248

File date: June 17, 2002

Corporate Specialist: Lee Rivers

**ARTICLES OF MERGER
OF
JERRY AND AIDA MARTIN TRUST
INTO
508 WEST CENTRAL, LLC**

Pursuant to Chapter 609 of the Florida Statutes and the Florida Limited Liability Company Act, Jerry and Aida Martin Trust, a Florida business trust, and 508 West Central, LLC, a Florida limited liability company, do hereby adopt the following Articles of Merger.

1. Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging Jerry and Aida Martin Trust ("Trust") with and into 508 West Central, LLC ("LLC") as approved by the Trustees of Jerry and Aida Martin Trust on January 30, 2002 and approved by the sole Member of the LLC, on behalf of the LLC, on January 31, 2002.

2. LLC shall be the surviving entity. The principal executive office of the surviving entity is 508 West Central Blvd., Orlando, Florida, 32801.

3. The effective time and date of the merger herein provided for in the State of Florida shall be as of the time and date of the filing of these Articles of Merger.

Executed on January 31st, 2002.

JERRY AND AIDA MARTIN TRUST

By: _____

Jerry Martin, Trustee

By: _____

Aida R. Martin, Trustee

508 WEST CENTRAL, LLC

By: Martin Holdings, LLC, as sole member

By: _____

Aida R. Martin, Managing Member

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JUN 17 PM 2:40

Exhibit "A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into this 31st day of January, 2002, by and between Jerry and Aida Martin Trust, a Florida business trust (the "Trust"), and 508 West Central, LLC, a Florida limited liability company (the "Company").

WITNESSETH:

WHEREAS, the Trust is a business trust duly organized and validly existing under the laws of the State of Florida, whose sole beneficiary owns all of the outstanding shares of the Trust; and

WHEREAS, the Company is a limited liability company duly organized and validly existing under the laws of the State of Florida, and, as of this date, the Company has one member who holds a one hundred percent (100%) membership interest in the Company; and

WHEREAS, the trustees of the Trust, Aida R. Martin and Jerry Martin (the "Trustees"), and the sole member of the Company, Martin Holdings, LLC, (the "Sole Member"), deem it advisable and in the best interests of their respective business entities that the Trust be merged with and into the Company (the "Merger"), with the Company as the surviving entity (in its capacity as the surviving entity, the "Surviving Entity"), pursuant to the provisions of the Florida Limited Liability Company Act (the "Act"); and

WHEREAS, the Trustees and the Sole Member have approved and adopted the Agreement and the Merger by written consent.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for the purpose of prescribing the terms and conditions of the Merger the parties hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1. Merger. Subject to the terms and conditions of this Merger Agreement, and in accordance with the provisions of the Act, on the Effective Date (as defined below), the Trust shall be merged with and into the Company, the separate existence of the Trust shall cease and the Company shall be the Surviving Entity and shall continue its existence under the laws of the State of Florida.

1.2. Continuation of Existence. Except as otherwise provided in this Agreement, the existence and identity of the Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the existence and identity of the Trust with all its purposes, powers, franchises, privileges, rights and immunities, as of the Effective Date shall be merged with and into that of the Company, and the Surviving Entity shall be vested fully therewith and the separate existence and identity of the Trust shall thereafter cease.

1.3. Effective Date. The Merger shall become effective as of the date and time on which this Agreement or Articles of Merger are filed with the Secretary of State of the State of Florida, as required by the Act (the "Effective Date").

FILED STATE
SECRETARY OF
CORPORATIONS
2002 JUN 17 PM 2:40
DIVISION OF CORPORATIONS

**ARTICLE II
OPERATING AGREEMENT AND
MEMBERS OF THE SURVIVING ENTITY**

2.1. Certificate of Formation. The Articles of Organization of the Company shall continue in full force and effect and shall be the Articles of Organization of the Surviving Entity.

2.2. Operating Agreement. The Operating Agreement of the Company in existence and as in effect immediately prior to the Effective Date shall continue in full force and effect and shall be the Operating Agreement of the Surviving Entity.

2.3. Members. The Sole Member of the Company immediately prior to the Effective Date shall continue to be the Sole Member of the Surviving Entity until its earlier withdrawal, dissolution or bankruptcy.

**ARTICLE III
TERMINATION OF TRUST
AND TRANSFER OF PROPERTY**

3.1. Termination of Trust. All interests in the Trust, whether beneficial or otherwise, shall automatically be terminated immediately prior to the Effective Date by virtue of the Merger and without any further action on the part of the Trust or the Company. Each share of the Trust issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled. Promptly following the Effective Date of the Merger, the holder of each of the certificates evidencing ownership of shares of the Trust shall surrender the certificates representing such shares to the Company for cancellation.

3.2. Transfer of Property. On the Effective Date, any and all property of the Trust, whether real, personal or mixed, and all debts and causes of action belonging to the Trust, shall be vested in the Company, and shall thereafter be the property of the Company. The title to any real property vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger but shall immediately vest in the Company without further action by the Company. All rights of creditors and all liens upon any property of the Trust shall be preserved unimpaired, and all debts, liabilities and duties of the Trust that have merged and shall attach to the Company may be enforced against the Company to the same extent as if the debts, liabilities and duties had been incurred or contracted by the Company.

**ARTICLE IV
GENERAL**

4.1. Termination and Abandonment. At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Trustees or the Company.

4.2. Amendment. This Agreement may be amended at any time prior to the Effective Date with the mutual consent of the Trustees and Sole Member.


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

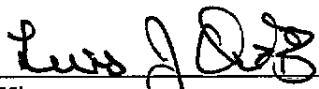
4.4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

4.5. Waiver. At any time prior to the Effective Date, the parties may, by written agreement, (i) extend the time for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracy in the statements contained in this Agreement or in any document delivered, or (iii) waive compliance with any of the covenants, conditions or agreements contained in this Agreement.

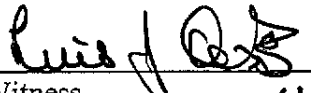
4.6. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the day and year first above written.


Witness Kurt Brewer



Witness L. O. (Luis Ortiz)


Witness Kurt Brewer


Witness L. O. (Luis Ortiz)

JERRY AND AIDA MARTIN TRUST

By: 
Aida R. Martin, Trustee

By: 
Jerry Martin, Trustee

508 WEST CENTRAL, LLC

By: Martin Holdings, LLC, as sole member

By: 
Aida R. Martin, Managing Member

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 JUN 17 PM 2:40