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From: Nery C. Toledo, Legal Assistant
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DEAR FILING OFFICER: PLEASE FILE THE ATTACHED DOCUMENT WITH AN EFFECTIVE FILING DATE OF TODAY, AUGUST 7, 2002. THANK YOU. NERY C. TOLEDO, LEGAL ASSISTANT

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MERGER OR SHARE EXCHANGE
NORTH BAY ROAD INVESTMENTS, LLC

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Certificate of Status	0
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ARTICLES OF MERGER
Merger Sheet

MERGING:

NORTH BAY ROAD INVESTMENTS, INC. a Florida entity P01000076696

INTO

NORTH BAY ROAD INVESTMENTS, LLC, a Florida entity, L02000019730

File date: August 7, 2002

Corporate Specialist: Lee Rivers

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**ARTICLES OF MERGER
OF
NORTH BAY ROAD INVESTMENTS, INC.,
a Florida Corporation
WITH AND INTO
NORTH BAY ROAD INVESTMENTS, LLC,
a Florida Limited Liability Company**

P01-76696

L02-19730

Pursuant to the provisions of Section 608.4382 of the Florida Statutes, North Bay Road Investments, Inc., a Florida corporation, and North Bay Road Investments, LLC, a Florida limited liability company, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- (i) North Bay Road Investments, Inc., a Florida corporation (the "Merging Corporation"), and
- (ii) North Bay Road Investments, LLC, a Florida limited liability company ("the Surviving Entity").

2. The Merging Corporation is hereby merged with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease. The Surviving Entity is the surviving entity in the merger. A form of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

3. The Agreement and Plan of Merger was unanimously and duly adopted by the Board of Directors and the Shareholders of the Merging Corporation by joint unanimous written consent in lieu of holding special meetings dated August 7, 2002, pursuant to Sections 607.0821 and 607.0704 of the Florida Statutes.

4. The Agreement and Plan of Merger was approved by the Surviving Entity and duly adopted by the members of the Surviving Entity by written consent of even date herewith, in accordance with the applicable laws of the State of Florida.

The Merger shall become effective upon the filing of these Articles of Merger with the Office of the Secretary of State of Florida.

The name and address of the Surviving Entity's principal office under the laws of Florida is: Nidia Ripoll, c/o Akerman Senterfitt, One Southeast Third Avenue, 28th Floor, Miami, Florida 33131

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The parties have caused these Articles of Merger to be executed on August 7, 2002.

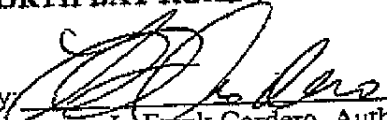
MERGING CORPORATION:

NORTH BAY ROAD INVESTMENTS, INC.

By  _____
Frank Cordero, Secretary

SURVIVING ENTITY:

NORTH BAY ROAD INVESTMENTS, LLC

By  _____
L. Frank Cordero, Authorized
Representative of the Member

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 7th day of August, 2002, by and between North Bay Road Investments, Inc., a Florida Corporation (the "Merging Corporation"), and North Bay Road Investments, LLC, a Florida limited liability company (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Surviving Entity has been organized for the purpose of continuing the activities of the Merging Corporation subsequent to the Merger contemplated hereby and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the sole shareholder of the Merging Corporation is also the sole shareholder of the sole member of the Surviving Entity;

WHEREAS, pursuant to duly authorized action by their respective Board of Directors, Shareholder and Member, as applicable, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law;

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) **Articles of Organization.** The Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity.

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(b) Operating Agreement. The Operating Agreement of the Surviving Entity shall continue as the Operating Agreement of the Surviving Entity.

4. MANNER AND BASIS OF CONVERTING SHARES. At the Effective Time, (i) all of the issued and outstanding shares of capital stock of the Merging Corporation shall be surrendered to the Surviving Entity and canceled, and no additional membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding membership interests of the Surviving Entity shall remain outstanding, and the current member of the Surviving Entity shall continue to own the same number of membership interests of the Surviving Entity, as the member did prior to the Effective Time.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by the respective board of directors, shareholder and member, as applicable, of the Merging Corporation and the Surviving Entity. The proper officers, managers or members of the Merging Corporation and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. EFFECTIVE TIME OF MERGER. The Merger shall be effective at the time specified in the Articles of Merger filed with the Offices of the Florida Secretary of State (the "Effective Time").

7. MANAGERS. The name and business address of the only Manager of the Surviving Entity is as follows: Nidia Ripoll, c/o Akerman Senterfitt, One Southeast Third Avenue, Suite 2800, Miami, Florida 33131.

8. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) Complete Agreement. This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

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