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ACCOUNT NO. : 072100000032

REFERENCE : 790286 4311473

AUTHORIZATION: *Patricia Pijet*

COST LIMIT : \$ 90.00

ORDER DATE : December 17, 2002

ORDER TIME : 11:36 AM

ORDER NO. : 790286-060

CUSTOMER NO: 4311473

CUSTOMER: Jackie Gerstenfeld, Paralegal
Stearns Weaver Miller Weissler
Museum Tower, Suite 2200
150 West Flagler Street
Miami, FL 33130

ARTICLES OF MERGER

HOTELS OF KEY LARGO, INC.

INTO

PORT LARGO RESORT, LLC

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CONTACT PERSON: Norma Parramore-#1147

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

HOTELS OF KEY LARGO, INC. a Florida entity V70307

INTO

PORT LARGO RESORT, LLC, a Florida entity, L02000027979

File date: December 17, 2002

Corporate Specialist: Lee Rivers

Account number: 072100000032

Amount charged: 90.00

ARTICLES OF MERGER OF
HOTELS OF KEY LARGO, INC.
WITH AND INTO
PORT LARGO RESORT, LLC

V70307

L02-27979

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, PORT LARGO RESORT, LLC, a Florida limited liability company, as the Surviving Entity in a merger and HOTELS OF KEY LARGO, INC., a Florida corporation, as the Merging Entity in a merger, hereby submit the following Articles of Merger:

1. **Parties to the Merger:** The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "**Merger**") are Hotels of Key Largo, Inc., a Florida corporation (the "**Merging Entity**"), and Port Largo Resort, LLC, a Florida limited liability company. The Surviving Entity in the Merger is Port Largo Resort, LLC, a Florida limited liability company (the "**Surviving Entity**").

2. **Plan of Merger:** The plan of merger is set forth in an Agreement and Plan of Merger, dated as of October 18, 2002, between the Merging Entity and the Surviving Entity (the "**Agreement of Merger**"), a copy of which is attached hereto as Exhibit A.

3. **Approval:** The Agreement of Merger was approved by (a) the Merging Entity in accordance with the applicable provisions of the Florida Business Corporation Act, F.S. Chapter 607 and (b) the Surviving Entity in accordance with the applicable provisions of the Florida Limited Liability Company Act, F.S. Chapter 608.

4. **Effective Date:** The Merger shall become effective on the filing of these Articles of Merger with the Florida Department of State.

Dated the 18~~th~~ day of October, 2002.

SURVIVING ENTITY:

PORT LARGO RESORT, LLC,
a Florida limited liability company

By: [Signature]
Name: ACE J. BLACKBURN, JR.
Title: PRESIDENT

MERGING CORPORATION:

HOTELS OF KEY LARGO, INC.,
a Florida corporation

By: [Signature]
Name: ACE J. BLACKBURN, JR.
Title: PRESIDENT

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") made and entered into this ____ day of October, 2002 by and between **Hotels of Key Largo, Inc.**, a Florida corporation with its principal office located at 645 East Dania Beach Boulevard, Dania Beach, Florida 33004 (hereinafter referred to as the "**Merging Entity**"), and **Port Largo Resort, LLC**, a Florida limited liability company with its principal office located at 645 East Dania Beach Boulevard, Dania Beach, Florida 33004 (hereinafter referred to as the "**Surviving Entity**").

WITNESSETH:

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

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized action by the Board of Directors and sole shareholder (the "**Shareholder**") of the Merging Entity and by the Management Committee and sole member (the "**Member**") of the Surviving Entity, the Merging Entity 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 Section 608.438 of the Florida Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act;

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

1. **MERGER.** Upon the terms and subject to the conditions set forth herein, on the Effective Date (as defined below) the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement with the Surviving Entity as the surviving entity of the Merger which shall continue its existence under the laws of the State of Florida as the surviving entity.

2. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective immediately upon the filing of the Articles of Merger with the Florida Department of State (the "**Effective Date**").

3. **SURVIVING ENTITY.** On and after the Effective Date 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

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all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act.

(b) The separate existence of the Merging Entity shall cease, and pursuant to the terms and conditions of Section 608.4383(2), Florida Statutes, its property shall become the property of the Surviving Entity as the surviving entity.

(c) The Surviving Entity shall remain a manager managed limited liability company. The names and addresses of the members of the Management Committee are:

Ace J. Blackburn, Jr.	645 East Dania Beach Boulevard Dania Beach, Florida 33004
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Chris A. Economou	645 East Dania Beach Boulevard Dania Beach, Florida 33004
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Joan Wagner	645 East Dania Beach Boulevard Dania Beach, Florida 33004
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Gus Morfidis	645 East Dania Beach Boulevard Dania Beach, Florida 33004
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4. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.** The terms and conditions of the Merger are as follows:

(a) The Articles of Organization and the Operating Agreement of the Surviving Entity shall continue on and after the Effective Date as the Operating Agreement of the Surviving Entity unimpaired by the Merger.

5. **MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING ENTITY.** The issued and outstanding shares and rights to acquire shares of the Merging Entity shall be converted as follows:

(a) Upon the Effective Date, each and every share of common stock of the Merging Entity and each right to acquire shares of common stock or other securities of the Merging Entity shall be canceled and extinguished and shall no longer be issued or outstanding, and no membership interests in the Surviving Entity will be issued in respect thereof.

(b) The Member of the Surviving Entity shall remain the Member of the Surviving Entity.

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6. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective Board of Directors and Shareholder of the Merging Entity or Management Committee and Member of the Surviving Entity. Subsequent to the execution of this Agreement by the duly authorized officers of the Merging Entity and the Surviving Entity, such officers of the Merging Entity and the Surviving Entity shall, and are hereby 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.

7. **MISCELLANEOUS.**

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

(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the Shareholder of the Merging Entity and the Member 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.

IN WITNESS WHEREOF, Hotels of Key Largo, Inc. and Port Largo Resort, LLC have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

HOTELS OF KEY LARGO, INC.
Florida corporation, the Merging Entity

By: _____
Name: _____
Title: _____

PORT LARGO RESORT, LLC, a Florida
limited liability company, the Surviving Entity

By: _____
Name: _____

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