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02/03/03--01034--008 **11.25

12/31/02--01072--008 **78.75

FILED

03 JAN 29 PM 3:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Terms & conditions of converting the interest.

Complete form 11.25

DATE	11.25
DUE	

LAW OFFICES
DANIEL S. CARUSI, P.A.

517 SOUTHWEST FIRST AVENUE
FORT LAUDERDALE, FLORIDA 33301-2803

(954) 527-0101
FACSIMILE (954) 524-4169
dcarusi@bellsouth.net

DANIEL S. CARUSI

December 30, 2002

VIA FEDERAL EXPRESS

THE SECRETARY OF STATE
Division of Corporations
Department of State
409 East Gaines Street
Tallahassee, FL 32399

RE: **Articles of Merger of Gold Lake Properties 1, Inc. into
Goldlake Properties, LLC**

Dear Sir:

Enclosed please find original and copy of Articles of Merger of Gold Lake Properties 1, Inc. into Goldlake Properties, LLC.

After filing the Articles of Merger please provide our office with a certified copy of the Articles. A check for \$78.75 is enclosed for filing the Articles of Merger (\$70.00) and for a certified copy of the Articles.

Return documents to our office via federal express, priority overnight, in the enclosed FedEx envelope.

Thank you for your prompt attention.

Very truly yours,



Cynthia Lindo, Secretary to
DANIEL S. CARUSI

/cl

Enclosures

LAW OFFICES
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FORT LAUDERDALE, FLORIDA 33301-2803

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DANIEL S. CARUSI

January 28, 2003

VIA FEDERAL EXPRESS

Diane Cushing, Corporate Specialist
Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

**RE: Articles of Merger of Gold Lake Properties 1, Inc. (Doc # P97000053314)
into Goldlake Properties, LLC (Doc # L02-000034818)
Ref. Your Letter # 603A00000269**

Dear Ms. Cushing:

Thank you for your letter of January 3, 2003, copy enclosed, returning the Articles of Merger submitted in connection with the above-referenced merger.

Enclosed please find original and copy of Articles of Merger of Gold Lake Properties 1, Inc. into Goldlake Properties, LLC., with a copy of the Plan of Merger, done in the proper format. Also enclosed is check # 6392 for the amount of \$11.25 for additional fees as requested.

After filing the Articles of Merger please provide our office with a certified copy of the Articles. The fees for this was already provide to your office.

Please return documents to our office via federal express, priority overnight, in the enclosed FedEx envelope.

Thank you for your prompt attention.

Very truly yours,


Cynthia Lindo, Secretary to
DANIEL S. CARUSI

/cl

Enclosures



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

January 3, 2003

CYNTHIA LINDO
C/O DANIEL S. CARUSI, P.A.
517 SW FIRST AVENUE
FT LAUDERDALE, FL 33301-2803

SUBJECT: GOLDLAKE PROPERTIES, LLC
Ref. Number: L02000034818

We have received your document for GOLDLAKE PROPERTIES, LLC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Articles of Merger you submitted do not meet the requirements of our office. Please complete the attached application. We will need an additional \$11.25 to file your document and sent a certified copy back to you.

Please return your document, along with 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) 245-6913.

Diane Cushing
Corporate Specialist

Letter Number: 603A00000269

ARTICLES OF MERGER
Merger Sheet

MERGING:

GOLD LAKE PROPERTIES I, INC., A FLORIDA CORPORATION
(P97000053314)

,

INTO

GOLDLAKE PROPERTIES, LLC, a Florida entity, L02000034818

File date: January 29, 2003

Corporate Specialist: Diane Cushing

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. GOLD LAKE PROPERTIES I, INC. 2733 NE 26 Avenue Fort Lauderdale, Florida 33306 Florida Document/Registration Number: L97000053314 FEI Number: 65-0761851	(Florida)	Corporation
2. GOLDLAKE PROPERTIES, LLC 2733 NE 26 Avenue Fort Lauderdale, Florida 33306 Florida Document/Registration Number: L02000034818 FEI Number: Applied For	(Florida)	Limited Liability

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TALLAHASSEE, FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
GOLDLAKE PROPERTIES, LLC 2733 NE 26 Avenue Fort Lauderdale, Florida 33306 Florida Document/Registration Number: L02000034818 FEI Number: Applied For	(Florida)	Limited Liability

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608 and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/a party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic

corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership, and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

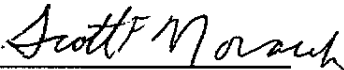

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: Signature(s) of each party:

<u>Name of Entity</u>	<u>Signature(s)</u>	Typed or Printed Name of <u>Individual</u>
GOLD LAKE PROPERTIES I, INC. a Florida corporation	 Scott F. Novacek President and Chairman	Scott F. Novacek President and Chairman
GOLDLAKE PROPERTIES, LLC a Florida limited liability company	 Scott F. Novacek Managing Member	Scott F. Novacek Managing Member

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CLERK OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared **SCOTT F. NOVACEK**, to me known and known to me to be the person described in and who executed the foregoing in his capacity as President and Chairman of GOLD LAKE PROPERTIES I, INC, and as Managing Member of GOLD LAKE PROPERTIES, LLC, and he acknowledged before me that he executed the same, (X) who is personally known to me, () who has produced _____ as identification and who () did (X) did not take an oath, and who executed the foregoing.

SWORN TO and subscribed before me this 24th day of January, 2003.

(SEAL)


Notary Public, State of Florida

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 JAN 29 PM 3:00

FILED



Daniel S. Carusi
Commission # CC 874542
Expires Sep. 26, 2003
Bonded Thru
Atlantic Bonding Co., Inc

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 16, 2002, is entered into by and between (i) **GOLDLAKE PROPERTIES 1, INC.**, a Florida corporation (the "**Merged Corporation**"), and (ii) **GOLDLAKE PROPERTIES, LLC**, a Florida limited liability company (the "**Surviving Company**"). The Merged Corporation and the Surviving Company being hereinafter sometimes referred to as the "**Constituents**."

WITNESSETH:

WHEREAS, the Boards of Director of the Merged Corporation and the members of the Surviving Company have approved this Agreement and deem it advisable and in the best interests of their respective stockholders and members that Merged Corporation merge with and into the Surviving Company, upon the terms and subject to the conditions set forth herein (the "**Merger**"); and

WHEREAS, the shareholders of the Merged Corporation (individually a "**Shareholder**" and collectively the "**Shareholders**") own the Merged Corporation's common stock (collectively the "**Common Stock**"), in the amounts set forth opposite such Shareholder's name on Schedule 1 attached hereto. The number of shares of Common Stock held by such Shareholder divided by the total number of shares of Common Stock outstanding is hereinafter referred to as the "**Shareholder's Proportionate Share**."

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** On the Effective Date, the Merged Corporation shall merge with and into the Surviving Company in accordance with the laws of the State of Florida and the separate existence of the Merged Corporation shall cease.

2. **Effective Date.** The Merger shall become effective upon filing Articles of Merger with the Secretary of State of Florida (the "**Effective Date**").

3. **Rights of the Surviving Company.** Upon the Effective Date: (a) the Merged Corporation and the Surviving Company shall become a single limited liability company and the separate existence of the Merged Corporation shall cease; (b) the Surviving Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Corporation, shall vest in the Surviving Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituents shall be unimpaired; the Surviving Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituents; and all debts, liabilities and

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TALLAHASSEE, FLORIDA

obligations of the respective Constituents shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituents; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituents, their members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company as they were with respect to the Constituents.

4. **Certificate of Organization, Limited Liability Company Operating Agreement, Members of Surviving Company and Manager.** Upon the Effective Date: (a) the Articles of Organization of the Surviving Company shall continue as the Articles of Organization of the Surviving Company until amended in the manner provided by law; (b) the Limited Liability Company Operating Agreement of the Surviving Company shall continue as the Limited Liability Company Operating Agreement of the Surviving Company until amended in the manner provided by law; (c) the members of the Surviving Company shall remain the members of the Surviving Company; and (d) the Surviving Company shall be managed by a manager. The initial manager shall be Scott F. Novacek, whose business address is 2733 N.E. 26th Avenue, Ft. Lauderdale, FL 33306.

5. **Manner and Basis of Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof: (a) each share of Common Stock of the Merged Corporation (the "Shares") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive an amount equal to such Shareholder's Proportionate Share of the Purchase Price (as hereinafter defined) (other than Shares for which any Shareholder has validly exercised dissenters' rights under applicable law); and (b) each share of common stock of Merged Corporation prior to the Effective Time shall be canceled.

6. **Consideration.** As payment in full for the Shares being acquired pursuant to the Merger, the Surviving Company shall pay to the Shareholders, in accordance with such Shareholder's Proportionate Share, an aggregate cash payment of Ten Dollars (\$10.00) and other valuable consideration (the "Purchase Price"), simultaneously with the execution and delivery of this Agreement.

7. **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Merged Corporation's counsel, on December 20, 2002 (the "Closing Date"), or at such other date, time and place as Merged Corporation and the Surviving Company shall mutually agree.

8. **Deliveries by Merged Corporation.** At or prior to the Closing, the Merged Corporation shall (or cause to be delivered) to Surviving Company: (i) certificates representing all of the Shares, (other than Shares for which any Shareholder has validly exercised dissenters' rights under applicable law) free and clear of any security interest, lien, encumbrance, right or restriction whatsoever, and (iii) deliver the Merger filings contemplated by Section 2 hereof, duly executed by the Merged Corporation.

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CLERK OF DISTRICT COURT
STATE OF FLORIDA

9. **Deliveries by Surviving Company.** At or prior to the Closing, Surviving Company shall deliver the Merger filings contemplated by Section 2 hereof, duly executed by the Surviving Company. Upon tender of the Shares by the Shareholders to Merged Corporation, free and clear of any security interest, lien, encumbrance, right of restriction whatsoever, Surviving Company shall deliver the Purchase Price to the Shareholders, in accordance with such Shareholder's Proportionate Share.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

11. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, canceled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

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

13. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

14. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

GOLDLAKE PROPERTIES 1, INC., a Florida corporation

By: Scott F. Novacek
Name: Scott F. Novacek
Title: President and Chairman

GOLDLAKE PROPERTIES, LLC, a Florida limited liability company

By: Scott F. Novacek
Scott F. Novacek, Managing Member

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03 JAN 29 PM 3:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE I

Shareholder Name	Number of Shares of Common Stock	Shareholder's Proportionate Share
Scott F. Novacek	1	50%
Cindy Novacek	1	50%
Total		100%

NOVACEK/GOLDLAKE PROPERTIES/MEREGR.PLAN

03 JAN 29 PM 3:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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