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01/02/04--01019--003 \*\*137.50

02/17/04--01006--010 \*\*42.50

Mar 02/17/04

REC'D  
CLERK OF STATE  
DIVISION OF CORPORATIONS  
06 JAN -2 AM 11:21

**EFFECTIVE DATE**  
01/02/04

Office Use Only



STAACK, SIMMS & HERNANDEZ, P.A.

Attorneys At Law

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GINGER ANN DEGROFF  
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900 DREW STREET  
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toll free: 1-(800)-474-9935

\*Bar Certified Attorney: Real Estate

December 31, 2003

The Secretary of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

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DIVISION OF CORPORATIONS  
04 JAN -2 AM 11:21

Re: Articles of Merger: Act Fast Title Services, Inc. and Act Fast Florida Title, LLC  
Action Realty of Pinellas, Inc. and Action Realty Florida, LLC

Dear Sir or Madam:

Enclosed herewith please find two original executed Articles of Merger/Plan of Merger for each of the above referenced mergers, along with a check in the amount of \$137.50 to cover the cost of the following:

Filing Fees (2@\$60.00)	\$120.00
Certification & Return of Copy (2@\$8.75)	17.50
Total	\$137.50

Please return the certified copy of the Articles of Merger to our office at the above address.

Thank you for your attention to this matter.

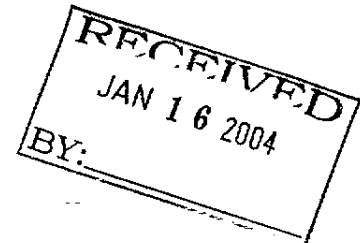
Sincerely,

  
Barbara Barnes

Enclosures



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State



January 14, 2004

BARBARA BARNES  
STAACK, SIMMS & HERNANDEZ, P.A.  
900 DREW STREET, SUITE 1  
CLEARWATER, FL 33755

SUBJECT: ACTION REALTY FLORIDA, LLC  
Ref. Number: L03000010279

We have received your document for ACTION REALTY FLORIDA, LLC and your check(s) totaling \$137.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The filing fees for certified copies are based on the survivor. The certified copy for an LLC is \$30, not \$8.75, so there is an additional \$21.25 due.

The effective date for the merger cannot be prior to January 2, 2004, which is the day we received it. The effective date can be after January 2, 2004, but it cannot be before.

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) 245-6958.

Lee Rivers  
Document Specialist

Letter Number: 904A00002589

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**ARTICLES OF MERGER OF  
ACTION REALTY OF PINELLAS, INC.  
AND ACTION REALTY FLORIDA, LLC**

Pursuant to the provisions of F.S. §§ 607.1109, 608.4382, and/or 620.203, the undersigned adopt the following Articles of Merger for the purpose of merging them into Action Realty Florida, LLC, a Florida Limited Liability Company:

1. The parties to these Articles of Merger are identified as follows:

- a. Action Realty of Pinellas, Inc., a Florida corporation  
900 Drew Street, Suite 2  
Clearwater, Florida 33755

Florida Document/Registration Number: P02000014129  
FEI Number: 010593743

- b. Action Realty Florida, LLC, a Florida Limited Liability Company  
900 Drew Street, Suite 2  
Clearwater, Florida 33755

Florida Document/Registration Number: L03000010279  
FEI Number: 562399697

2. The surviving entity is identified as follows:

Action Realty Florida, LLC, a Florida Limited Liability Company  
900 Drew Street, Suite 2  
Clearwater, Florida 33755

Florida Document/Registration Number: L03000010279  
FEI Number: 562399697

3. The attached plan of merger meets the requirements of F.S. §§ 607.1108, 608.438, and/or 620.201 and was approved by the each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to this merger in accordance with F.S. Chapter(s) 607, 617, 608, and/or 620.

**EFFECTIVE DATE**  
01/02/04

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4. 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 F.S. §§ 607.1108, 608.4381, and/or 620.202.

5. The effective date of the merger shall be 01/02/04

6. 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 liability company that is a party to the merger..

Action Realty of Pinellas, Inc.

By: [Signature]  
Its: President  
Date: 12/30/03

Action Realty Florida, LLC

By: [Signature]  
Its: MEMBER  
Date: 12/30/03

## PLAN OF MERGER

COME NOW Action Realty of Pinellas, Inc., a Florida Corporation having an address of 900 Drew Street, Clearwater, Florida 33755 (hereinafter referred to as "CORPORATION") and Action Realty Florida, LLC, a Florida Limited Liability Company having an address of 900 Drew Street, Clearwater, Florida 33755 (hereinafter referred to as "LLC") and enter into this Plan of Merger (hereinafter referred to as the "PLAN") to be effective as of the Effective Date set out herein below.

### WITNESSETH

WHEREAS, CORPORATION and LLC have deemed it to be in their mutual best interest to merge one into the other with the LLC to survive; and

WHEREAS, the shareholders of CORPORATION have heretofore properly approved this PLAN; and

WHEREAS, the members of LLC have heretofore properly approved this PLAN.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Effective Date. The Effective Date of this PLAN shall be that date on which the Articles of Merger are filed with the Secretary of the State of Florida.
3. Surviving Entity. Upon completion of the merger contemplated by this PLAN, the LLC shall be the surviving entity and the CORPORATION shall exist only to the extent necessary to wind down its business and to complete this PLAN.
4. Terms and Conditions. It is herewith agreed that, upon the Effective Date:
  - a. all assets of the CORPORATION shall be transferred to the LLC and the LLC shall assume responsibility for all debts of the CORPORATION,
  - b. the day to day business operations of the CORPORATION shall be assumed by the LLC,

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- c. all contracts of the CORPORATION shall be assumed by the LLC, and
- d. all employees of the CORPORATION shall be employees of the LLC.

5. Completion. Each party shall enter into and execute such documents as may be required to effect the intents and purposes of this PLAN both prior to and post the Effective Date.

6. Conversion of Interests. As of the Effective Date, the Shareholders of the CORPORATION shall be deemed members of the LLC and shall own the LLC in such percentages as they owned the CORPORATION. For example, a shareholder owning 30% of the CORPORATION will own 30% of the LLC. Aside from the transfer of ownership interest as provided herein there shall be no monetary consideration paid to the shareholders of the CORPORATION. Aside from the transfer of assets to the LLC, its members/owners shall receive no additional consideration for the merger.

7. Attorney's Fees. In the event that either party seeks to enforce this agreement or to interpret any provision of this agreement, by law or through attorneys at law, or under advice therefrom, the parties agree that all costs including reasonable attorney's fees (including charges for paralegals and others working under the direction or supervision under such attorneys), whether or not suit is brought, and whether occurred in connection with settlement, trial, appeal, bankruptcy or other creditor's proceedings or otherwise, shall be awarded to the prevailing party.

8. Notice. Any and all notices required or contemplated hereunder shall be provided by United States Mail, or hand delivery or via facsimile or via email to the addresses or facsimile numbers of the parties set out elsewhere herein or otherwise provided each to the other. Any notice sent by Mail shall be deemed delivered three (3) days after mailing, notice by any other means shall be deemed delivered upon receipt at the location, facsimile machine or computer.

9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Florida, and shall be enforced only in a court of competent jurisdiction in Pinellas County, Florida.

10. Severance. The invalidity or unenforceability of any portion of this Agreement shall in nowise affect the remaining provisions and portions hereof.

11. Binding Effect. This agreement shall bind the successors, heirs and assigns of the parties hereto.

12. Captions. The paragraph captions used throughout this agreement are for the purpose of reference only and are not to be considered in the construction of this agreement or in the interpretation of the rights or obligations of the parties hereto.

13. Time. Time is of the essence to this agreement.

14. Entire Agreement. It is agreed that this document contains the entire agreement between the parties as to the matters herein contained and the agreement shall not be modified in any respect except by an amendment in writing signed by all parties hereto.

15. Counterparts. This Agreement may be executed in counterparts and any such document so executed by any party may be deemed to constitute an original.

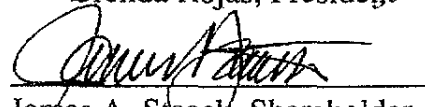
IN WITNESS WHEREOF, the undersigned have executed this instrument as below indicated to be effective as of the Effective Date.

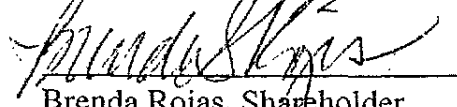
CORPORATION AND ALL  
OF ITS SHAREHOLDERS

Action Realty of Pinellas, Inc.

By: 

Brenda Rojas, President

  
James A. Staack, Shareholder

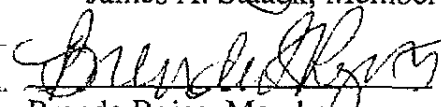
  
Brenda Rojas, Shareholder

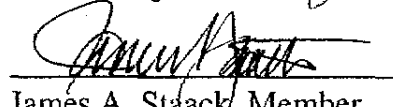
LLC AND ALL OF ITS  
MEMBERS

Action Realty Florida, LLC

By: 

James A. Staack, Member

  
Brenda Rojas, Member

  
James A. Staack, Member

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