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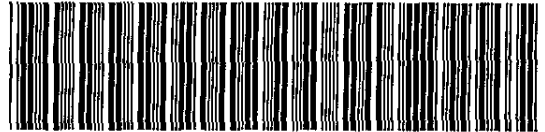
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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. TP/KD CONDOMINIUMS 1, LLC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

_____'s Initials

**ARTICLES OF MERGER
OF TP/KD CONDOMINIUMS I, LLC, a
Michigan Limited Liability Company
WITH AND INTO
HOTEL HOLDINGS, LLC, a Florida
Limited Liability Company**

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.4832 of the Florida Statutes, TP/KD Condominiums I, LLC, a Michigan Limited Liability Company and Hotel Holdings, 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) TP/KD Condominiums I, LLC, a Michigan Limited Liability Company (the "Merging Limited Liability Company"), and
- (ii) Hotel Holdings, LLC, a Florida Limited Liability Company ("the Surviving Entity"),

2. The Merging Limited Liability Company is hereby merged with and into the Surviving Entity and the separate existence of the Merging Limited Liability Company 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 fully adopted by the Members of the Merging Limited Liability Company by joint unanimous written consent in lieu of holding special meetings of even date herewith, 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 mailing address of the Surviving Entity's principal office under the laws of Florida is 13790 NW 4th Street, Suite 113, Sunrise, Florida 33325.

The parties have caused these Articles of Merger to be executed on December 29, 2003.


MERGING LIMITED LIABILITY COMPANY:

TP/KD CONDOMINIUMS I, LLC, a
Michigan Limited Liability Company

By: 
LEONARD E. ZEDECK
Its: Managing Member

SURVIVING ENTITY:

HOTEL HOLDINGS, LLC, a Florida
Limited Liability Company

By: 
LEONARD E. ZEDECK
Its: Managing Member

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 24th of December 2003 by and among TP/KD Condominiums I, LLC, a Michigan Limited Liability Company ("TP/KD" or the "Merging Limited Liability Company") and Hotel Holdings, LLC, a Florida Limited Liability Company ("HH" or "the Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Limited Liability Company is a limited liability company duly organized and existing under and by virtue of the laws of the State of Michigan; and

WHEREAS, the Merging Limited Liability Company is the owner in fee simple of that certain real property as described in Schedule A attached hereto and made a part hereof, also known as 71 Units of the King David Hotel and Condominium, located at 2901 N Federal Hwy, Boca Raton, Florida (the "Property") together with obligations regarding mortgages, management and option agreements; and

WHEREAS, the Surviving Entity has been organized for the purpose of continuing the activities of the Merging Limited Liability Company 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, pursuant to duly authorized action by their respective Members, the Merging Limited Liability Company and the Surviving Entity have determined that they shall merge (the "Merge") 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 parties hereto agree as follows:

1. **MERGER.** The Merging Limited Liability Company and the Surviving Entity agree that the Merging Limited Liability Company 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 and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

Exhibit A

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:
- (a) The Company 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 Limited Liability Company 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 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.
- (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 MEMBER INTEREST.** At the Effective Time (i) all of the outstanding membership interest of the Merging Limited Liability Company 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 members of the Surviving Entity shall continue to own the same amount of membership interest of the Surviving Entity, as the members did prior to the Effective Time.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective members of the Merging Limited Liability Company and Surviving Entity. The proper managers and members of the Merging Limited Liability Company and Surviving Entity, shall be and hereby are authorized and directed to perform all such 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. **REPRESENTATIONS AND WARRANTIES OF MERGING LIMITED LIABILITY COMPANY.**

As a material inducement to Surviving Entity to enter into this Agreement the Merging Limited Liability Company hereby makes the following representations and warranties to Surviving Entity, each of which is true and correct on the date hereof and each of which shall survive the Effective Time:

(a) **Authority and Approval of Agreement.**

(i) Merging Limited Liability Company has full power and authority to enter into and perform Merging Limited Liability Company's obligations under this Agreement.

(ii) This Agreement and each of the other documents, instruments and agreements executed by Merging Limited Liability Company in connection with the transactions contemplated hereby constitutes the valid and legally binding agreement of Merging Limited Liability Company, enforceable against Merging Limited Liability Company in accordance with its terms, except that enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws of general application affecting the enforcement of the rights and remedies of creditors.

(b) **Broker's Fees** Merging Limited Liability Company has not retained any broker, finder or agent or agreed to pay any brokerage fees, finders' fees or commissions with respect to the transactions contemplated by this Agreement.

(c) **Additional Representations and Warranties**

(i) Neither the execution and delivery of this Agreement and/or the document to be executed and delivered by the Merging Limited Liability Company hereunder, nor the consummation of the transactions contemplated hereby will result in (A) a violation of or a conflict with the Articles of Organization or Operating Agreement of Merging Limited Liability Company, (B) a breach or violation of or a material default under, any term or provision of any contract, agreement, indebtedness, encumbrance, commitment, franchise, permit, authorization or concession to which Merging Limited Liability Company is a party or by which the business of the Merging Limited Liability Company or the Property are bound, (C) a violation by the Merging Limited Liability Company of any legal requirement or (D) an imposition of any encumbrance on the Merging Limited Liability Company or any assets of the Merging Limited Liability Company or the Property.

(ii) At the Effective time, there shall be no material adverse change in the Merging Limited Liability Company's condition (financial or otherwise).

8. **MISCELLANEOUS.**

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

2. **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Limited Liability Company and 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. The rights and obligations of the parties hereto set forth in this Agreement may not be assigned or transferred to any other party without the prior written consent of the parties hereto.

3. **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 extended, changed or modified except in writing and signed by the party to be charged by said amendment, change or modification.

4. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into as of the date first above written.

MERGING LIMITED LIABILITY COMPANY:

TP/KD CONDOMINIUMS I, LLC

By: _____

LEONARD E. ZEDECK

Its: Managing Member

SURVIVING ENTITY:

HOTEL HOLDINGS, LLC

By: _____

LEONARD E. ZEDECK

Its: Managing Member

Schedule A

All of KING DAVID KOSHER HOTEL CONDOMINIUM & SPA, a condominium according to the Declaration of Condominium thereof recorded in Official Record Book 13024, Page 147-224, as amended from time to time, of the Public Records of Palm Beach County, Florida; LESS AND EXCEPT the following: Units 201, 203, 204, 205, 206, 207, 213, 214, 215, 216, 217, 301, 302, 303, 313, 314, 315, 316, 317, 401, 406, 407, 408 and 413 of KING DAVID KOSHER HOTEL CONDOMINIUM & SPA.