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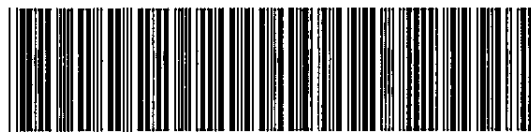
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 794478 7179256

AUTHORIZATION :

Patricia Pigato

COST LIMIT : ~~\$55.00~~

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04 JUL -8 AM 9:43
SEALING OFFICE
TALLAHASSEE, FLORIDA

ORDER DATE : July 7, 2004

80.00

ORDER TIME : 5:08 PM

ORDER NO. : 794478-005

CUSTOMER NO: 7179256

CUSTOMER: Virginia Manning, Legal Asst
Lightsey & Associates, P.a.
2105 Park Avenue North

Winter Park, FL 32789

ARTICLES OF MERGER

SAND LAKE REALTY VENTURES II,
LLC

INTO

SAND LAKE REALTY VENTURES I,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
SAND LAKE REALTY VENTURES II, LLC
WITH AND INTO
SAND LAKE REALTY VENTURES I, LLC

L0300005 6666

FILED
04 JUL -8 AM 9:43
TALLAHASSEE STATE
FLORIDA

These ARTICLES OF MERGER (the "Articles") are made and entered into this 30 day of June, 2004, by and between SAND LAKE REALTY VENTURES II, LLC, a Florida limited liability company ("SLRV II"), and SAND LAKE REALTY VENTURES I, LLC, a Florida limited liability company ("SLRV I").

WITNESSETH:

WHEREAS, the sole Member of SLRV II and the sole Member of SLRV I deem it advisable and generally to the welfare of SLRV II, SLRV I and their Members, that SLRV II be merged with and into SLRV I, and that SLRV I merge SLRV II with and into itself, as authorized by sections 608.438, 608.4381 and 608.4382 of the Florida Limited Liability Company Act (the "FLLCA") and under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, SLRV II and SLRV I by and between themselves and their respective Members and Managers, respectively, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree each with the other that SLRV II be merged with and into SLRV I and that SLRV I merge SLRV II with and into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger:

These Articles are filed pursuant to the FLLCA. Pursuant to the FLLCA, upon the effectiveness of these Articles, SLRV II shall be, and it hereby is, merged with and into SLRV I, and SLRV I shall, and it hereby does, merge SLRV II with and into itself (the "Merger"). SLRV I shall be the surviving entity.

ARTICLE I
PLAN OF MERGER

The Agreement and Plan of Merger (the "Plan of Merger") for the Merger is attached hereto as Exhibit A.

ARTICLE II
EFFECTIVE DATE

These Articles and the Merger shall be effective as of the filing of these Articles of Merger with the Department of State of the State of Florida and all fees and taxes required by the laws of the State of Florida have been paid.

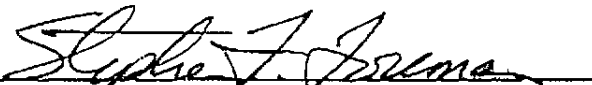
ARTICLE III
APPROVAL OF MERGER

(a) The sole Member and Manager of SLRV II approved and adopted the Plan of Merger and these Articles of Merger effective June 30, 2004, in accordance with the provisions of section 608.4381 of the FLLCA.

(b) The sole Member and Manager of SLRV I approved and adopted the Plan of Merger and these Articles of Merger effective June 30, 2004, in accordance with the provisions of section 608.4381 of the FLLCA.

IN WITNESS WHEREOF, SLRV II has caused these Articles of Merger to be executed and acknowledged in its name by its Manager, who is also the sole Member of SLRV II, and SLRV I has caused these Articles of Merger to be executed and acknowledged in its name by its Manager, who is also the sole Member of SLRV I, each in accordance with the laws of the State of Florida, all on the day and year first above written.

SAND LAKE REALTY VENTURES II, LLC

By: 
Stephen F. Foreman, Manager and sole Member

SAND LAKE REALTY VENTURES I, LLC


By: 
Stephen F. Foreman, Manager and sole Member

Exhibit "A"

AGREEMENT AND PLAN OF MERGER
BY AND AMONG
SAND LAKE REALTY VENTURES II, LLC
WITH AND INTO
SAND LAKE REALTY VENTURES I, LLC

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into this 30th day of June, 2004, by and between SAND LAKE REALTY VENTURES II, LLC, a Florida limited liability company ("SLRV II"), and SAND LAKE REALTY VENTURES I, LLC, a Florida limited liability company ("SLRV I").

WITNESSETH:

WHEREAS, SLRV II and SLRV I believe it would be in their best interest to effectuate a merger of SLRV II with and into SLRV I, with SLRV I being the surviving entity;

WHEREAS, pursuant to and in accordance with sections 608.438, 608.4381 and 608.4382 of the Florida Limited Liability Company Act (the "FLLCA"), SLRV II and SLRV I intend to merge SLRV II with and into SLRV I (the "Merger") upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the sole Member and Manager of SLRV II, and the sole Member and Manager of SLRV I have approved the Merger, and have further approved the terms and conditions of the Merger set forth in this Agreement.

NOW THEREFORE, the terms and conditions of the Agreement are as follows:

ARTICLE I
THE MERGER; EFFECTIVE DATE

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, the FLLCA, on the Effective Date (as defined in Section 1.2), SLRV II shall be merged with and into SLRV I and the separate limited liability company existence of SLRV II shall thereupon cease. SLRV I shall be the surviving entity in the Merger and the separate existence of SLRV I, with all its rights, privileges, immunities and power, and subject to all the duties and liabilities of limited liability companies organized under the laws of the State of Florida, shall continue unaffected by the Merger. Furthermore, the Merger shall have the effects specified in the FLLCA.

1.2. Effective Date. SLRV II and SLRV I shall cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 608.4382 of the FLLCA, and to be delivered to the Department of State of the State of Florida. The Merger shall become effective upon the filing of the Articles of Merger by the Department of State of the State of Florida (the "Effective Date").

ARTICLE II
ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT
OF SLRV I
AFTER THE EFFECTIVE DATE

2.1. Articles of Organization. The Articles of Organization of SLRV I in effect on the Effective Date shall be the Articles of Organization of SLRV I (the "Articles of Organization") after the Effective Date, until thereafter amended as provided therein or in accordance with applicable law.

2.2. The Operating Agreement. The Operating Agreement of SLRV I in effect on the Effective Date shall be the Operating Agreement of SLRV I (the "Operating Agreement") after the Effective Date, until thereafter amended as provided therein or in accordance with applicable law.

ARTICLE III
MANAGER OF SLRV I
AFTER THE EFFECTIVE DATE

3.1. Manager. The Manager of SLRV I on the Effective Date shall be the Manager of SLRV I (the "Manager") from and after the Effective Date, until his successor has been duly elected and qualified or until his earlier death, resignation or removal in accordance with the Articles of Organization or the Operating Agreement of SLRV I, or as otherwise provided by law. The name and business address of the Manager of SLRV I is as follows:

Stephen F. Foreman
305 Douglas Ave.
Altamonte Springs, FL 32714

ARTICLE IV
MANNER AND BASIS FOR CONVERTING MEMBERSHIP INTERESTS OF SLRV II
INTO MEMBERSHIP INTERESTS IN SLRV I

Each share of SLRV II's Membership interests issued and outstanding on the Effective Date, and all rights in respect thereof, shall be canceled by virtue of the Merger and without any action on the part of the holders thereof. Each of SLRV I's membership interests issued and outstanding on the Effective Date, and all rights in respect thereof, shall remain issued and outstanding without change by virtue of the Merger.

ARTICLE V
ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Prior to the Effective Date, the parties hereto will take all steps necessary to comply with Sections 608.438, 608.4381 and 608.4382 of the FLLCA. Accordingly, SLRV I shall cause this Agreement to be executed and Articles of Merger to be filed with the Florida Secretary of State.

ARTICLE VI ASSIGNMENT

If at any time SLRV I shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in SLRV I the title to any property or rights of SLRV II, or to otherwise carry out the provisions hereof, the proper manager and officers of SLRV II as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in SLRV I.

ARTICLE VII TERMINATION

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by mutual written consent of SLRV II and SLRV I, which shall be effectuated by action of their Managers, respectively.

ARTICLE VIII MISCELLANEOUS AND GENERAL

8.1. Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Date, the parties hereto may modify or amend this Agreement by written agreement approved by the Board of Directors of SLRV II and the Manager of SLRV I, and executed and delivered by duly authorized officers and managers of each respective party.

8.2. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

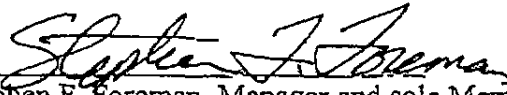
8.3. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

8.4. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or in any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the


- application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the sole Member and Manager of SLRV II, and the sole Member and Manager of SLRV I, as of the date first written above.

SAND LAKE REALTY VENTURES II, LLC

By: 
Stephen F. Foreman, Manager and sole Member

SAND LAKE REALTY VENTURES I, LLC

By: 
Stephen F. Foreman, Manager and sole Member