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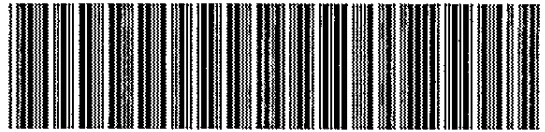
(Business Entity Name)

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DIVISION OF CORPORATION

BK



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 461523 98373A
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ 90.00

04 FEB 27 PM 2:55
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : February 26, 2004
ORDER TIME : 10:45 AM
ORDER NO. : 461523-005
CUSTOMER NO: 98373A
CUSTOMER: C. Christian Sautter, Esq
Seiler & Sautter
Suite 200
2900 East Oakland Park Blvd.
Fort Lauderdale, FL 33306

ARTICLES OF MERGER

B.J.K., INC.

INTO

BJK, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

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.	B.J.K., Inc. 2672 Rivera Manor Weston, FL 33332	Florida	corporation

Florida Document/Registration Number: H65250

FEI Number: 341483524

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>
1.	BJK, LLC 4 North Main Street Mezzanine Level Chagrin Falls, OH 44022 Attention: Brian J. Kosar	Florida	limited liability company

Florida Document/Registration Number: L04000012893

FEI Number: 200740301

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/are 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 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.

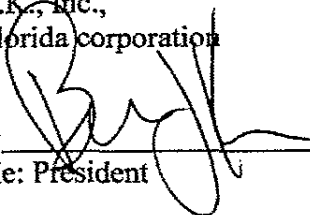
NINTH: The merger shall become effective as of:

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

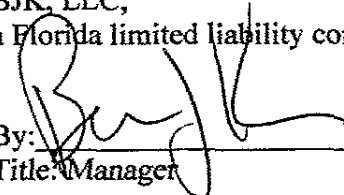
TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

B.J.K., Inc.,
a Florida corporation

X By: 
Title: President

BJK, LLC,
a Florida limited liability company

X By: 
Title: Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("AGREEMENT") which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes, and dated as of the 18th day of February, 2004, between BJK, LLC, a Florida limited liability company (the "Surviving Company"), and B.J.K., Inc. a Florida corporation (the "Merging Corporation") (the parties are sometimes hereinafter collectively referred to as the "Constituent Companies").

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.	B.J.K., Inc. 2672 Rivera Manor Weston, FL 33332	Florida	corporation

Florida Document/Registration Number: H65250

FEI Number: 341483524

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>
1.	BJK, LLC 4 North Main Street Mezzanine Level Chagrin Falls, OH 44022 Attention: Brian J. Kosar	Florida	limited liability company

Florida Document/Registration Number: L04000012893

FEI Number: 200740301

THIRD: The terms and conditions of the merger are as follows:

WHEREAS, the authorized capital stock of the Merging Corporation consists of one thousand (1,000) shares of \$.01 par value common stock, of which two hundred (200) shares are issued and outstanding; and

WHEREAS, the issued and outstanding capital stock of Merging Corporation is held as follows:

<u>SHAREHOLDER NAME</u>	<u>NUMBER OF SHARES OWNED</u>
1. Bernie J. Kosar	200

WHEREAS, the authorized Membership Interests of the Surviving Company consists of one thousand (1,000) units of which two hundred (200) units are issued and outstanding; and

WHEREAS, the issued and outstanding Membership Interests of Surviving Company are held as follows:

<u>MEMBER NAME</u>	<u>NUMBER OF SHARES OWNED</u>
1. Bernie J. Kosar	200

WHEREAS, the Board of Directors, shareholders, Managers and members of each of the Constituent Companies has deemed it advisable and to the advantage and welfare of said Companies and their respective stockholders and members that Merging Corporation shall be merged with and into Surviving Company as authorized under and pursuant to the provisions of Sections 608.438-608.4834 of the Florida Limited Liability Company Act, in a transaction intended to qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and have authorized the execution of this Agreement.

NOW, THEREFORE, the parties to this Agreement in consideration of the premises and the mutual covenants, agreements and provisions herein contained, do hereby agree that the Merging Corporation shall be merged with and into the Surviving Company and the Surviving Company shall be the Surviving Company by virtue of such merger under the Florida Limited Liability Company Act, and do hereby further agree upon and prescribe the terms and conditions of said merger, the mode of carrying the same into effect and the manner of converting the shares of stock of the Merging Corporation into the Membership Units of the Surviving Company, as follows:

1. On the Effective Date (as hereinafter defined) the Merging Corporation shall be merged with and into the Surviving Company and the Surviving Company shall be the Merging Corporation.

2. The manner of converting the outstanding shares of capital stock of Merging Corporation into Membership Units of Surviving Company shall be as follows:

(a) Each share of capital stock of the Merging Corporation, issued and outstanding on the Effective Date shall, without any action on the part of the stockholders thereof, be deemed canceled as of the Effective Date, with such canceled shares of Merging Corporation to be deemed to revert to authorized but unissued Membership Interests of the Surviving Company;

(b) Immediately following the Effective Date, the Surviving Company shall issue two hundred (200) Membership Interests, fully paid and non-assessable, to Bernie J. Kosar.

(c) The holders of the shares of capital stock of the Merging Corporation shall surrender the certificates representing such shares to the Secretary of the Surviving Company within five days after the Effective Date.

3. The terms and conditions of the merger hereunder are as follows:

(a) Each party shall pay its share of the expenses of carrying this Agreement into effect and of accomplishing the merger contemplated herein.

(b) On the Effective Date of the merger, the separate existence of the Merging Corporation shall cease and the Surviving Company shall be deemed the survivor and in existence in accordance with the provisions of the Florida Limited Liability Company Act. The Surviving Company shall possess all property, real and personal, and all debts due to the creditors of the Merging Corporation shall be vested in the Surviving Company, and all property, rights, privileges, powers, franchises and all other interests of the Merging Corporation shall thereafter be the property of the Surviving Company, and all debts, liabilities and duties of the Merging Corporation shall thereafter attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Company.

(c) If at any time the former officers and directors of the Merging Corporation shall consider or be advised that further assignments or assurances in the law or any things are necessary or desirable to vest in the Surviving Company, according to the terms hereof, the title to any property, rights, privileges or franchises of the Merging Corporation, the proper officers and directors of both parties hereof shall and will execute and make all the proper assignments and assurances in the law and do all things necessary to vest in the Surviving Company title and possession of all such property, rights, privileges and franchises, and otherwise carry out the purposes of this Agreement.

(d) The by-laws of the Merging Corporation in effect on the Effective Date shall be and remain the by-laws of the Surviving Company until the same shall be altered, amended or repealed as therein provided.

(e) On the Effective Date, the Manger of the Surviving Company shall become Bernie J. Kosar, until his successor shall have been elected and qualified as provided in the Operating Agreement of the Surviving Company.

4. This Agreement will become effective when it has been duly adopted, accepted and authorized by the Board of Directors, shareholders, Mangers and members of each of the Constituent Companies.

5. The Effective Date of the merger shall be the date that Articles of Merger are filed with the Office of the Secretary of State of Florida.

6. The Operating Agreement of the Surviving Company in effect on the Effective Date shall continue in full force and effect as the Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed as therein provided.

7. Notwithstanding anything to the contrary herein, this Agreement, once executed, may be amended (subject to applicable law) or terminated by the consent of the Board of Directors, shareholders, Managers and members of each of the Constituent Companies at any date prior to the Effective Date.

FOURTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows: N/A.

FIFTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

Bernie J. Kosar
4 North Main Street
Mezzanine Level
Chagrin Falls, OH 44022
Attention: Brian J. Kosar

SIXTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

SEVENTH: Other provisions, if any, relating to the merger: N/A.

IN WITNESS WHEREOF, this Agreement is signed and sealed by the duly-authorized officers of each party hereto as of the day and year first above written.

B.J.K., Inc.,
a Florida corporation

By: 
Title: President

ATTEST: 
(CORPORATE SEAL)

BJK, LLC,
a Florida limited liability company

By: 
Title: Manager

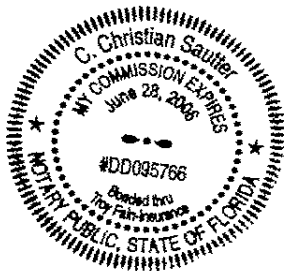
ATTEST: 
(COMPANY SEAL)

STATE OF FLORIDA)

COUNTY OF BROWARD)

The undersigned does hereby certify that before me appeared Bernie J. Kosar, the duly-elected President of B.J.K., Inc., a corporation organized and existing under the laws of the State of Florida, and the foregoing instrument was acknowledged before me this 18th day of February, 2004, by Bernie J. Kosar who is (personally known) to me or who has produced as identification.

(SEAL)



C. Christian Sautter

(Signature of person taking acknowledgement)

C. CHRISTIAN SAUTTER

(Name of officer taking acknowledgement - typed, printed or stamped)

STATE OF FLORIDA)

COUNTY OF BROWARD)

The undersigned does hereby certify that before me appeared Bernie J. Kosar, the duly-elected Manager of BJK, LLC, a limited liability company organized and existing under the laws of the State of Florida, and the foregoing instrument was acknowledged before me this 18th day of February, 2004, by Bernie J. Kosar who is (personally known) to me or who has produced as identification.

(SEAL)



C. Christian Sautter

(Signature of person taking acknowledgement)

C. CHRISTIAN SAUTTER

(Name of officer taking acknowledgement - typed, printed or stamped)