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(Requestor's Name)

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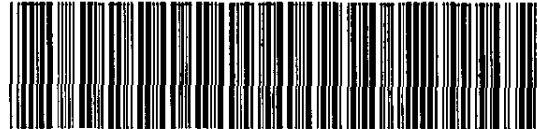
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# GORNTO & GORNTO, P.A.

ATTORNEYS AT LAW

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Daytona Beach, Florida 32114

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L. A. 'Gus' Gornito, Jr.  
Board Certified Tax Lawyer  
Master of Laws in Taxation

Bradford B. Gornito  
Master of Laws in Taxation

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November 8, 2005

VIA FEDERAL EXPRESS #792575320962

Florida Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Merger of 2115 South Atlantic, LLC into Century Nationwide Properties, LLC

Dear Sir or Madam:

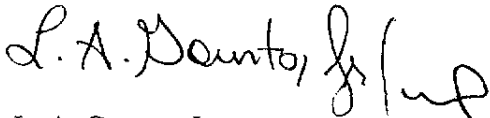
Enclosed are the original and one copy of the proposed Articles of Merger for the above named corporation and limited liability company and an attached Agreement and Plan of Merger.

I would appreciate your filing these documents upon receipt and forwarding one certified copy of the Articles of Merger and the certification page to me by U.S. Mail on the date of filing.

I have enclosed a check in the amount of \$80.00 for all costs, including filing fees.

Thank you for your assistance in this matter.

With kindest regards,



L. A. Gornito, Jr.  
LAG/ml  
Enclosures

2005 NOV -9 P 3 06  
TALLAHASSEE, FL 32301  
SEC. OF STATE

## ARTICLES OF MERGER

by and between

**2115 South Atlantic, LLC, a Florida limited liability company  
and  
Century Nationwide Properties, LLC, a Florida limited liability company**

The following Articles of Merger are being submitted in accordance with Chapter 608 of the Florida Statutes (the "Florida Act").

**FIRST:** The name, principal address, jurisdiction and entity type, for the merging entity to that certain Plan of Merger, dated as of October 5, 2005 (the "Plan of Merger"), are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
2115 South Atlantic, LLC 501 N. Grandview Avenue Daytona Beach, FL 32118 FL Registration Number: L04000066032	Florida	Limited liability company

**SECOND:** The exact name, principal address, jurisdiction and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Century Nationwide Properties, LLC 315 N. Atlantic Avenue Daytona Beach, FL 32118 FL Registration Number: L04000023880	Florida	Limited liability company

**THIRD:** The Plan of Merger, which is attached hereto as Exhibit A and made a part hereof, meets the requirements of the Florida Act and was approved by each of the domestic limited liability companies that are a party to the merger in accordance with the Florida Act.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the laws of the State of Florida.

**FIFTH:** The surviving entity, Century Nationwide Properties, LLC (the "Limited Liability Company"), is formed under the laws of the State of Florida dealing with limited liability companies, and the Limited Liability Company has appointed L. A. Gornto, Jr. as its registered agent pursuant to those certain Amended and Restated Articles of Organization filed on

September 6, 2005, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

**SIXTH:** The Limited Liability Company has obtained the consent of all of the members of the merging entity pursuant to the Florida Act.

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

**EIGHTH:** The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State.

**NINTH:** The Articles of Merger comply and were executed in accordance with the law of each parties' applicable jurisdiction, the State of Florida.

**TENTH:** Signatures follow, and comply with the requirements set forth in the Florida Act.

**2115 SOUTH ATLANTIC, LLC**

By: George D. Anderson  
George D. Anderson, Manager

**CENTURY NATIONWIDE PROPERTIES, LLC**

By: George D. Anderson  
George D. Anderson, Manager

2005 NOV -9 P 3:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of this 5th day of October, 2005, by and between 2115 South Atlantic, LLC, a Florida limited liability company (the "Merger Entity"), and Century Nationwide Properties, LLC, a Florida limited liability company (the "Surviving Entity") (collectively, the "Constituent Companies").

### WITNESSETH:

WHEREAS, the Merger Entity desires to merge with and into the Surviving Entity, with Century Nationwide Properties, LLC being the surviving limited liability company (the "Merger") on the terms and subject to the conditions set forth in this Plan of Merger (the "Plan"); and

WHEREAS, as of and effective at the time the Articles of Merger shall be filed with the Secretary of State of the State of Florida, Douglas M. Cook Trust Dated April 5, 2005; GDA Investments, Ltd., a Florida limited partnership; Staed Family Associates, Ltd., a Florida limited partnership; 21<sup>st</sup> Century Investment Fund No. 1, LLC, a Florida limited liability company; MDWA, LLC, a Florida limited liability company; Mark McDonald; and G & S Investment Group Limited Partnership, an Alaska limited partnership, are the Members of the Merger Entity and the Members of the Surviving Entity; and

WHEREAS, the ownership interest percentages of said Members in the Merger Entity and the Surviving Entity are identical; and

WHEREAS, the Members of the Merger Entity and the Surviving Entity, have determined that it is advisable and in the best interest of the Constituent Companies that the Merger Entity be merged with and into the Surviving Entity, on the terms and conditions set forth herein, in accordance with Section 608.4381 of the Florida Limited Liability Company Act ("Florida Law").

NOW, THEREFORE, the Constituent Companies, parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby agree, as of the Effective Time (as further defined herein), as follows:

1. The Merger. At the Effective Time and in accordance with the provisions of this Plan and the Articles of Merger as required by Florida Law (the "Articles of Merger"), the Merger Entity shall be merged with and into the Surviving Entity and the separate existence of the Merger Entity shall cease. Century Nationwide Properties, LLC, as the Surviving Entity, shall be the surviving limited liability company in the Merger and shall continue its legal existence under Florida Law under its current name, Century Nationwide Properties, LLC.

2. Effective Time of the Merger. Simultaneously with or as soon as practicable after the execution of this Plan, the Surviving Entity and the Merger Entity will execute the appropriate Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of the State of Florida; and the Merger shall become effective at such time (the "Effective Time") as shall be stated in the Articles of Merger.

3. Effect of Merger. At the Effective Time, (a) the Surviving Entity shall own and possess all assets and property of every kind and description, real and personal, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority of a public as well as a private nature, of the Merger Entity, and all obligations owed to, belonging to or due to the Merger Entity, all of which shall be vested in the Surviving Entity pursuant to Florida Law without further act or deed, and (b) the Surviving Entity shall be liable for all claims, liabilities and obligations of the Constituent Companies, all of which shall become and remain obligations of the Surviving Entity pursuant to Florida Law without further act or deed.

4. Surviving Limited Liability Company. At the Effective Time, the Articles of Organization and Operating Agreement of the Surviving Entity shall be identical to the Articles of Organization and Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Time and in the form attached hereto as Exhibit A-1 and Exhibit A-2. Douglas M. Cook Trust Dated April 5, 2005; GDA Investments, Ltd., a Florida limited partnership; Staed Family Associates, Ltd., a Florida limited partnership; 21<sup>st</sup> Century Investment Fund No. 1, LLC, a Florida limited liability company; MDWA, LLC, a Florida limited liability company; Mark McDonald; and G & S Investment Group Limited Partnership, an Alaska limited partnership, shall be the Members of the Surviving Entity, and George D. Anderson and Douglas M. Cook shall be the Managers of the Surviving Entity until their successors have been duly elected, appointed or qualified, or until the death, resignation or removal in accordance with the Surviving Entity's Articles of Organization and Operating Agreement.

5. Closing of the Merger Entity's Transfer Books. At the Effective Time, the transfer books of, or other record of ownership interests in, the Merger Entity shall be closed and no transfer of membership interests of the Merger Entity which were outstanding immediately prior to the Effective Time shall thereafter be made.

6. Status and Conversion of Membership Interest. At the Effective Time, by virtue of the Merger and without any action on the part of the Members of the Merger Entity or the Surviving Entity, all of the membership interests representing an ownership interest in the Merger Entity at the Effective Time shall be converted into, exchanged for and become membership interest representing an ownership interest of the Surviving Entity (the "Conversion Interest"); such Conversion Interest shall, immediately upon conversion, be canceled and cease to exist from and after the Effective Time.

7. Dissenters' Rights. Any holder of the Merger Entity membership interests who, except as otherwise provided by law, would be entitled to vote on the Merger and who wish to dissent, is entitled, if the member complies with the provisions of Florida Law regarding the rights of dissenting members, to be paid the fair value of such member's membership interest.

8. Further Assurances. From time to time from and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of the Merger Entity to the Surviving Entity.

9. Costs and Expenses. The Surviving Entity shall pay all costs and expenses of accomplishing the Merger.

10. Termination. If for any reason consummation of the Merger is inadvisable in the opinion of the members of the Surviving Entity, this Plan may be terminated at any time before the Effective Time by resolution of the members of the Surviving Entity. Upon termination as provided in this Plan, this Plan shall be void and of no further force or effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of the Merger Entity or the Surviving Entity, or their directors, officers, managers, members, employees, agents or shareholders.

11. Miscellaneous.

11.1 Entire Agreement. This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understandings as to such subject matter.

11.2 Amendments and Modifications. At any time before the filing with the Secretary of State of the State of Florida of the Articles of Merger to be filed in connection with this Plan, the members of the Merger Entity may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger, if any, shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time.

11.3 Headings. The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

11.4 Governing Law. This Plan shall be construed and interpreted and the rights granted herein governed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective members have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

2115 SOUTH ATLANTIC, LLC

By: George D. Anderson  
George D. Anderson, Manager

CENTURY NATIONWIDE PROPERTIES, LLC

By: George D. Anderson  
George D. Anderson, Manager



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

September 23, 2005

L.A. GORNT0, JR.  
GORNT0 & GORNT0, P.A.  
149 SOUTH RIDGEWOOD AVENUE, SUITE 550  
DAYTONA BEACH, FL 32114

Re: Document Number L04000023880

The Amended and Restated Articles of Organization for CENTURY NATIONWIDE PROPERTIES, LLC, a Florida limited liability company, were filed on September 6, 2005, effective September 6, 2005.

Should you have any questions concerning this matter, please telephone (850) 245-6051, the Registration Section.

Lee Rivers  
Document Specialist  
Division of Corporations

Letter Number: 605A00058340

Exhibit "B"



AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
CENTURY NATIONWIDE PROPERTIES, LLC

Pursuant to the provisions of Florida Statutes §608.411, Century Nationwide Properties, LLC adopts the following articles of amendment and restatement to its articles of organization:

FIRST: Amendments and restatements adopted:

ARTICLES OF ORGANIZATION  
of  
CENTURY NATIONWIDE PROPERTIES, LLC  
A Florida Limited Liability Company

ARTICLE 1  
NAME

The name of this limited liability company is Century Nationwide Properties, LLC.

ARTICLE 2  
PERIOD OF DURATION

The period of duration of this limited liability company is perpetual. The date with which the existence of this limited liability company begins shall be March 17, 2004.

ARTICLE 3  
PURPOSE

The purpose for which this limited liability company is organized is to engage in any or all lawful acts or activities in which limited liability companies may engage under the Florida Limited Liability Company Act or under the laws of any other jurisdictions in which the company may conduct business. This limited liability company shall be authorized to conduct and transact any business and engage in any activity that is either lawfully authorized or not prohibited by law and, by way of illustration and not limitation, to invest the funds of this limited liability company in real estate, mortgages, stocks, bonds or any other type of investments, and to own real and personal property necessary or appropriate for the conduct or transaction of any such business or activity; to do anything necessary and proper for the accomplishment or furtherance of any of the purposes of this limited liability company enumerated in these articles of organization or any amendment thereof, and to do any act necessary or incidental to the protection and benefit of this limited liability company; and in general, either alone or in association with other limited liability companies, corporations, partnerships, individuals, or other entities, to carry on any lawful pursuit necessary or

incidental to the accomplishment or furtherance of the purposes of this limited liability company.

ARTICLE 4  
PRINCIPAL OFFICE

The mailing address and street address of the principal office this limited liability company are as follows:

315 N. Atlantic Avenue  
Daytona Beach, FL 32118

ARTICLE 5  
REGISTERED AGENT; REGISTERED OFFICE

The name and street address of the initial registered agent of this limited liability company in the State of Florida are as follows:

Name: L. A. Gornito, Jr., Esq.  
  
Street Address: 149 S. Ridgewood Avenue, Suite 550  
Daytona Beach, FL 32114

ARTICLE 6  
MANAGEMENT

The limited liability company is to be managed by one or more Managers and is therefore a manager managed company. The names and addresses of the initial Managers are as follows:

Name and Address: George D. Anderson  
315 N. Atlantic Avenue  
Daytona Beach, FL 32118

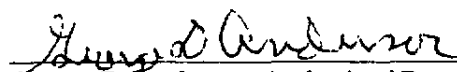
Name and Address: Douglas M. Cook  
Post Office Box 7407  
Daytona Beach, FL 32116

SECOND: The date of filing of the original Articles of Organization of Century Nationwide Properties, LLC was March 17, 2004.

THIRD: The effective date of these Amended and Restated Articles of Organization shall be September 6, 2005.

FOURTH: These Amended and Restated Articles of Organization of Century Nationwide Properties, LLC supersede the original articles of organization and all amendments thereto.


The undersigned authorized representative of this limited liability company executes these articles of organization this 2nd day of September, 2005.

  
George D. Anderson, Authorized Representative

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing Amended and Restated Articles of Organization was acknowledged before me this 2nd day of September, 2005, by George D. Anderson, who is personally known to me and who did not take an oath.

  
Notary Public  
State of Florida at Large  
My Commission Expires:



Michele LeClerc  
MY COMMISSION # DD197094 EXPIRES  
April 28, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.