

JUL-29-05 03:11PM FROM-AKERMAN SENTERFITT & ELDSON

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T-580 P.02/07 F-210

(H05000182608)

ARTICLES OF MERGER
OF
MASTER STUART NORTH, LLC,
a Florida limited liability company
INTO
MASTER STUART, LLC,
a Florida limited liability company

604-68817

604-31838

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 608.4382, Florida Statutes, the domestic limited liability companies named herein do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Master Stuart North, LLC, a Florida limited liability company, with and into Master Stuart, LLC, a Florida limited liability company.
2. A majority-in-interest of the members of Master Stuart North, LLC, approved and adopted the Agreement and Plan of Merger by written consent in accordance with the provisions of Section 608.4381, Florida Statutes.
3. The date of approval and adoption of the Agreement and Plan of Merger by the managing member of Master Stuart North, LLC was July 28, 2005.
4. A majority-in-interest of the members of Master Stuart, LLC approved and adopted the Agreement and Plan of Merger by written consent in accordance with the provisions of Section 608.4381, Florida Statutes.
5. The date of approval and adoption of the Agreement and Plan of Merger by the managing member of Master Stuart, LLC was July 28, 2005.
6. The effective time and date of the merger herein provided for in the State of Florida shall be the date and time of filing these Articles of Merger with the Florida Secretary of State.

Executed on July 28, 2005.

[Signature Page Follows]

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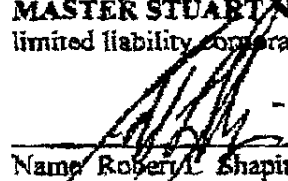
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These Articles of Merger may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument

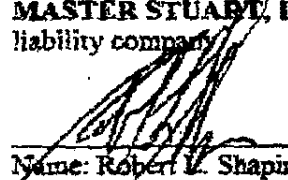
MERGING COMPANY:

MASTER STUART NORTH, LLC, a Florida
limited liability corporation


Name: Robert L. Shapiro
Title: Managing Member
Date: July 28, 2005

SURVIVING COMPANY:

MASTER STUART, LLC, a Florida limited
liability corporation


Name: Robert L. Shapiro
Title: Managing Member
Date: July 28, 2005

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of the 28th day of July, 2005, by and between Master Stuart North, LLC, a Florida limited liability company (the "**Merging Company**"), and Master Stuart, LLC, a Florida limited liability company (the "**Surviving Entity**").

WITNESSETH:

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

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, pursuant to duly authorized action by the members of the Merging Company and the members of the Surviving Entity, the Merging Company and the Surviving Entity have determined that they shall merge (the "**Merger**") 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 Merging Company and the Surviving Entity hereby agree as follows:

1. **MERGER**. The Merging Company and the Surviving Entity agree that the Merging 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 of the Merger.

2. **SURVIVING ENTITY**. At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity 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 Company shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

(c) Management of the Surviving Entity as of the Effective Time will be vested in Robert L. Shapiro, as the managing member of Surviving Entity, with a business address of 900 North Federal Highway, Suite 208, Hallandale Beach, Florida 33009.

3. **CHARTER DOCUMENTS**. As a result of the Merger, the charter documents of the Surviving Entity 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.

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(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 PERCENTAGE INTERESTS
At the Effective Time, all of the percentage interests of the Merging Company shall, by virtue of the Merger and without any action on the part of the holders thereof, be converted into fifty percent (50%) of the percentage interests of the Surviving Entity as such interests were held by the holders thereof in the Merging Company, and all of the percentage interests of the Surviving Entity outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, represent fifty percent (50%) of the percentage interests of the Surviving Entity. At the Effective Time, all percentage interests of the Merging Company outstanding immediately prior thereto shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously evidencing any such interests shall thereafter represent the right to receive, upon the surrender of such certificate to the Surviving Entity or its designated agent, certificates evidencing such percentage interests in the Surviving Entity into which such Merging Company percentage interests were converted. The holders of such certificates previously evidencing such percentage interests in the Merging Company shall cease to have any rights with respect to such percentage interests except as otherwise provided herein or by law.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by a majority-in-interest of each of the Merging Company's members and the Surviving Entity's members. The proper officers of the Merging Company and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further 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 become effective at such time as the Articles of Merger are duly filed with the Secretary of State of the State of Florida, or at such other time as the Merging Company and the Surviving Entity shall agree should be specified in the Articles of Merger (the time the Merger becomes effective being referred to herein as the "Effective Time").

7. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of each of the Merging Company and the Surviving Entity, and no person or entity not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

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(c) 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.

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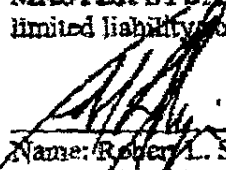
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IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first above written.


MERGING COMPANY:

**MASTER STUART NORTH, LLC, a Florida
limited liability corporation**


Name: Robert L. Shapiro
Title: Managing Member
Date: July 28, 2005

SURVIVING COMPANY:

**MASTER STUART, LLC, a Florida limited
liability corporation**


Name: Robert L. Shapiro
Title: Managing Member
Date: July 28, 2005

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