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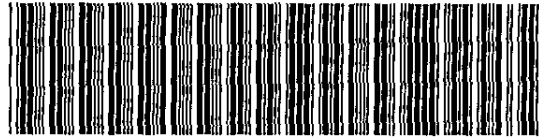
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Merger

1. *HABANA GRILL II, LLC*
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

**ARTICLES OF MERGER
OF
HABANA GRILL II, LLC
WITH AND INTO
HABANA GRILL I, LLC**

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The following **ARTICLES OF MERGER** by and between **HABANA GRILL II, LLC**, a Florida limited liability company, and **HABANA GRILL I, LLC**, a Florida limited liability company, are being submitted in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Habana Grill II, LLC 937 W. State Road 436, #1095 Altamonte Springs, FL 32714 Florida Document No: L05000053294	Florida FEI: 20-2919039	limited liability company

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Habana Grill I, LLC 601 N. New York Ave., #201 Winter Park, FL 32789 Florida Document No: L04000037852	Florida FEI: 20-1309066	limited liability company

THIRD: The Agreement and Plan of Merger dated October 19, 2005 ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Section 608.438, Florida Statutes.

FOURTH: The Plan of Merger was unanimously approved and adopted by the members of Habana Grill II, LLC, the merging limited liability company, on October 19, 2005, by Written Consent to Action of Members.

FIFTH: The Plan of Merger was unanimously approved and adopted by the members of Habana Grill I, LLC, the surviving limited liability company, on October 19, 2005, by Written Consent to Action of Members.

SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

SEVENTH: Pursuant to and in compliance with s. 608.4382(f) of the Act, the date and time of the effectiveness of the merger shall be on date of filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an authorized person this 19th day of October, 2005.

HABANA GRILL I, LLC, a Florida limited liability company

By: _____

Ruben Perez, Manager

HABANA GRILL II, LLC, a Florida limited liability company

By: _____

Ruben Perez, Manager

**AGREEMENT AND PLAN OF MERGER OF
HABANA GRILL II, LLC
INTO
HABANA GRILL I, LLC**

THIS AGREEMENT AND PLAN OF MERGER, dated this 19th day of October, 2005, made by and among **HABANA GRILL II, LLC** a Florida limited liability company ("LLC II") and **HABANA GRILL I, LLC**, a Florida limited liability company ("LLC I").

WITNESSETH:

WHEREAS, LLC II desires to merge with and into LLC I, with LLC I being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with Section 608.438 of the Florida Business Limited Liability Company Act (the "Act"); and

WHEREAS, the Manager of LLC I has determined that it is advisable that LLC II be merged into LLC I, on the terms and conditions set forth, in this Plan of Merger, and in accordance with Section 608.438 of the Act.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Department of State of Florida.

2. On the Effective Date, LLC II shall be merged with and into LLC I. The separate existence of LLC II shall cease at the Effective Date and the existence of LLC I shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of limited liability companies organized under the law of the State of Florida.

3. The Plan of Merger has been approved and adopted by the members of LLC II in accordance with the applicable provisions of Section 608.4382 of the Act and consented to by the members on October 19, 2005. The members have waived notice of the merger by their signatures below.

4. The Plan of Merger has been approved and adopted by the Manager of LLC I in accordance with Section 608.4382 of the Act. The members have consented to the merger on October 19, 2005 and waived notice thereof by their signatures below.

ARTICLE II

EFFECTS OF THE MERGER

At and after the merger, LLC I shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merging LLC II; any and all property, real, personal and mixed, and any and all debts due of the merged LLC II on whatever account, and all other

chooses in action, and all and every other interest of the merged LLC II shall be taken and transferred to and vested in the surviving LLC I without further act or deed; and the title to any real estate, or any interest therein, vested in the merging LLC II shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to Section 608.4383 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting units of LLC II's membership certificate into units of LLC I membership units shall be as follows:

Membership units of LLC I for 4,000 units shall be issued in to the members of LLC II on a pro rata basis held of record without any action of the holder thereof. Each membership certificate representing units of said merged LLC II shall be canceled of record and exchanged for 4,000 membership unit certificates representing issued membership units of the surviving LLC I. The attached Schedule A is a schedule of membership ownership units in the surviving LLC I after the Merger described herein.

The members of LLC II hereby warrant and represent to the members of LLC I that the attached Schedule B is a true and accurate balance sheet of LLC II at the date of the Merger, and additionally describes the business and lease of the restaurant operation owned by LLC II at the time of the Merger.

As soon as possible after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the members of LLC II.

ARTICLE IV

DISSENTERS' RIGHTS

Members of LLC II who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the member complies with the provisions of the Act regarding the rights of dissenting members, to be paid the fair value of such member's units.

ARTICLE V

ASSIGNMENT

If at any time LLC 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 LLC I the title to any property or rights of LLC II, or to otherwise carry out the provisions hereof, the Manager of LLC 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 conform title to such property or rights in LLC I, and the Manager of LLC I are fully authorized in the name and on behalf of LLC II or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VI

EXPENSES

LLC I shall pay all expenses of accomplishing the Merger.

ARTICLE VII

ARTICLES OF ORGANIZATION

The Articles of Organization of LLC I, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Articles of Organization of LLC I surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Manager of LLC I surviving this merger shall be the same upon the Merger as he is for said limited liability company immediately prior thereto. The Operating Agreement of the surviving LLC I as in effect at the time of Merger, shall continue to be the Operating Agreement of LLC I, as the surviving limited liability company, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

ARTICLE VIII

MANAGEMENT

Management of LLC I is vested in its Manager and the name and address of the Manager are as set forth below.

Ruben Perez
937 West S.R. 436, #1095
Altamonte Springs, FL 32714.

ARTICLE IX

AMENDMENT

At any time before the filing with the Florida Department of State of Florida of the Articles of Merger to be filed in connection herewith, the Manager of LLC I may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE X

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Manager of LLC I, this Plan may be terminated at any time before the Effective Date by resolution of the Manager of LLC I. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of LLC I or LLC II, or their directors, officers, employees, agents, or members.

IN WITNESS WHEREOF, the parties have set their hands this 19th day of October, 2005.

"LLC I"

HABANA GRILL I, LLC, a Florida limited liability company

By: 
Ruben Perez, Manager

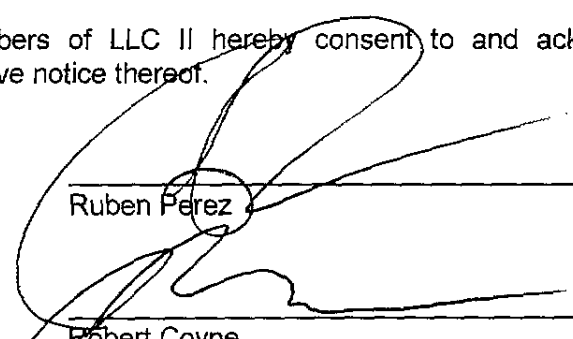
"LLC II"

HABANA GRILL II, LLC, a Florida limited liability company

By: 
Ruben Perez, Manager

CONSENT AND WAIVER OF NOTICE OF MEMBERS

The undersigned members of LLC II hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.


Ruben Perez


Robert Coyne

Perez of Florida, Inc.

By: 
Ruben Perez, President

CONSENT AND WAIVER OF NOTICE OF MEMBERS

The undersigned members of LLC I hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

PEBBLES ISLAND GRILL, LTD.

By: Atlantic Coast Management, Inc., its General Partner

By: _____

M.A. Garcia, III, President

PEREZ OF FLORIDA, INC.

By: _____

Ruben Perez, President

SCHEDULE A

	<u>Units</u>
Pebbles Island Grill, Ltd.	2,400
Perez of Florida, Inc.	<u>10,400</u>
	12,800

[NOTE: 3,200 Units held in reserve for additional owners.]