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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 392383 3487A
AUTHORIZATION : *Patricia Pyatt*
COST LIMIT : \$ 80.00

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ORDER DATE : May 25, 2005

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ORDER NO. : 392383-010

CUSTOMER NO: 3487A

CUSTOMER: Ms. Jennifer L. Shariff-bey
Icard Merrill Cullis Timm
Suite 600
2033 Main Street
Sarasota, FL 34237

ARTICLES OF MERGER

SJG ASSOCIATES, L.L.C.

INTO

SJG ASSOCIATES, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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**ARTICLES OF MERGER
OF
SJG ASSOCIATES, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY
INTO
SJG ASSOCIATES, L.L.C.,
A COLORADO LIMITED LIABILITY COMPANY**

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.4382, F.S., and Section 7-90-301, *et seq.* and Section 7-90-203 of the Colorado Revised Statutes, SJG Associates, L.L.C., a Florida limited liability company ("Disappearing Entity"), and SJG Associates, L.L.C., a Colorado limited liability company ("Surviving Entity") (the Surviving Entity and Disappearing Entity are hereinafter referred to as the "Constituent Entities") adopt the following Articles of Merger:

1. Name, Principal Office, Jurisdiction, and Type of Entity. The exact name, street address of its principal office, jurisdiction, and entity type for each merging entity are as follows:

a. Disappearing Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/ Registration Number</i>	<i>F.E.I. Number</i>
SJG Associates, L.L.C. 10391 Westminster Blvd. Westminster, CO 80020	Florida	Limited Liability Company	L04000041468	N/A

b. Surviving Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Colorado Document/ Registration Number</i>	<i>F.E.I. Number</i>
SJG Associates, L.L.C. 10391 Westminster Blvd. Westminster, CO 80020	Colorado	Limited Liability Company	20051124293	N/A

2. Name, Principal Office, Jurisdiction, and Type of Entity of Surviving Entity. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Entity are as follows:

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Colorado Document/ Registration Number</i>	<i>F.E.I. Number</i>
SJG Associates, L.L.C. 10391 Westminster Blvd. Westminster, CO 80020	Colorado	Limited Liability Company	20051124293	N/A

3. **Plan of Merger Requirements.** The Plan of Merger, annexed hereto as Exhibit 3 and made a part hereof ("Plan of Merger"), meets the requirements of Section 608.438, F.S. and Section 7-90-301, *et. seq.* and Section 7-90-203 of the Colorado Revised Statutes, and was approved by each domestic limited liability company that is a party to the Merger in accordance with Chapter 608, F.S., and was approved by each foreign limited liability company that is a party to the Merger in accordance with Section 7-90-301, *et seq.* and Section 7-90-203 of the Colorado Revised Statutes. The attached Plan of Merger was approved by each foreign entity that is a party to the Merger in accordance with the respective laws of all applicable jurisdictions.

4. **Appointment of Florida Secretary of State.** 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 member of each domestic limited liability company that is a party to the Merger.

5. **Dissenters' Rights.** The Surviving Entity agrees to pay the dissenting members of each domestic limited liability company that is a party to the Merger the amount, if any, which they are entitled under Section 608.4384, F.S.

6. **Laws of All Applicable Jurisdictions.** The Merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the operating agreement or articles of organization of any limited liability company that is a party to the Merger.

7. **Method of Accomplishing the Merger.** Pursuant to the Plan of Merger, all issued and outstanding membership interests of Disappearing Entity will be acquired by means of a merger of Disappearing Entity into Surviving Entity with Surviving Entity the surviving entity ("Merger").

8. **Compliance.** The Articles of Merger comply and were executed in accordance with the laws of each Constituent Entity's applicable jurisdiction. The Disappearing Entity is merged into the Surviving Entity pursuant to Section 7-90-203 of the Colorado Revised Statutes.

9. **Effective Date/Time.** The Merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

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IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of April 29, 2005.

SJG Associates, L.L.C., a Florida limited liability company

By: Steven Jerry Glauser, as Trustee of the Amended and Restated Steven Jerry Glauser Revocable Trust dated March 8, 2002, Its Managing Member

By: Steven Jerry Glauser
Steven Jerry Glauser, Trustee, Managing Member

SJG Associates, L.L.C., a Colorado limited liability company

By: Steven Jerry Glauser, as Trustee of the Amended and Restated Steven Jerry Glauser Revocable Trust dated March 8, 2002, Its Managing Member

By: Steven Jerry Glauser
Steven Jerry Glauser, Trustee, Managing Member

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EXHIBIT 3
PLAN OF MERGER

**PLAN OF MERGER
BY AND BETWEEN
SJG ASSOCIATES, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY
AND
SJG ASSOCIATES, L.L.C.,
A COLORADO LIMITED LIABILITY COMPANY**

THIS PLAN OF MERGER is entered into as April 29, 2005, between SJG Associates, L.L.C., a Florida limited liability company (the "Disappearing Entity"), located at 10391 Westminster Boulevard, Westminster, CO 80020, and SJG Associates, L.L.C., a Colorado limited liability company (the "Surviving Entity"), located at 10391 Westminster Boulevard, Westminster, CO 80020 (collectively the "Constituent Entities"). The following Plan of Merger, which was adopted and approved by each party to the Merger in accordance with Section 608.4381, F.S., and Section 7-90-301, *et seq.* and Section 7-90-203 of the Colorado Revised Statutes, is being submitted in accordance with Section 608.4381, F.S., and Section 7-90-301, *et seq.* and Section 7-90-203 of the Colorado Revised Statutes.

RECITALS

A. The Disappearing Entity has one hundred (100) Membership Units issued and outstanding on the date hereof. The Surviving Entity has one hundred (100) Membership Units issued and outstanding on the date hereof.

B. The Managing Member and sole Member of the Disappearing Entity and the Managing Member and sole Member of the Surviving Entity deem it advisable that the Disappearing Entity be merged into the Surviving Entity, under and pursuant to the provisions of this Plan of Merger ("Plan") and in accordance with the applicable statutes of the State of Florida and State of Colorado ("Merger").

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Constituent Entities hereby agree, pursuant to the applicable laws of the State of Florida and the State of Colorado, that the Disappearing Entity shall be, and it hereby is, as of the Effective Date of the Merger, merged into the Surviving Entity; and, that the terms and conditions of the Merger and the mode of carrying the same into effect are, and shall be as follows:

1. **Recitals.** The foregoing Recitals are hereby ratified and confirmed, are true, correct and complete and are hereby incorporated herein.

2. **Name and Jurisdiction of the Constituent Entities.**

a. Disappearing Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Florida Document/ Registration Number</i>	<i>F.E.I. Number</i>
SJG Associates, L.L.C. 10391 Westminster Blvd. Westminster, CO 80020	Florida	Limited Liability Company	L04000041468	N/A

b. Surviving Entity.

<i>Name and Address</i>	<i>Jurisdiction</i>	<i>Entity Type</i>	<i>Colorado Document/ Registration Number</i>	<i>F.E.I. Number</i>
SJG Associates, L.L.C. 10391 Westminster Blvd. Westminster, CO 80020	Colorado	Limited Liability Company	20051124293	N/A

3. Merger; Effectiveness. The name of the Surviving Entity shall be SJG Associates, L.L.C. and shall be governed by the laws of the State of Colorado. The purposes, powers and objects, identity, existence, privileges, franchises and immunities of the Surviving Entity are as described in the Surviving Entity's Articles of Organization, from and after the Effective Date of the Merger; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Disappearing Entity shall be merged with and into the Surviving Entity and the Surviving Entity shall be fully vested therewith. As of the Effective Date of the Merger, the separate existence of the limited liability company organization of the Disappearing Entity, except insofar as it may be continued by statute, shall cease, pursuant to the laws of the State of Florida and State of Colorado.

4. Distribution to Members of the Constituent Entities. The manner and basis of making distribution to the Members of the Constituent Entities and the extinguishment or substitution for their Membership Interests, as the case may be, shall be as follows:

The sole Member of the Disappearing Entities shall surrender its Membership Interests in the Disappearing Entity to the Surviving Entity prior to the Effective Date of the Merger. Upon surrender to the Surviving Entity of the Membership Interests of the Disappearing Entity, said Membership Interests shall be cancelled. As the sole Member of the Disappearing Entity and the sole Member of the Surviving Entity are the only Members of both the Surviving Entity and the Disappearing Entity and own the same percentage of the issued and outstanding Membership Interests of both the Surviving Entity and the Disappearing Entity, no additional Membership Interests of the Surviving Entity will be issued in exchange for the Membership Interests of the Disappearing Entity so surrendered and cancelled, and subsequent to the Effective Date of the Merger, the sole Member will continue as the only Member of the Surviving Entity.

5. Satisfaction of Rights of Disappearing Entity Members. All Membership Interests of the Surviving Entity, into which Membership Interests of the Disappearing Entity shall have been or would have been converted and become exchangeable for under this Agreement, shall be deemed to have been paid in full satisfaction of such converted Membership Interests.

6. Fractional Membership Interests. Fractional Membership Interests of the Surviving Entity will not be issued. Any Member who shall be entitled to a fractional share greater than one-half ($\frac{1}{2}$) shall be entitled to one additional Membership Interest, and any Member who shall be entitled to a fractional share equal to less than one-half ($\frac{1}{2}$) shall not receive any additional Membership Interests.

7. Effect of Merger.

a. On the Effective Date of the Merger, the Surviving Entity shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entities, and all property, real and personal, of each of the Constituent Entities and all debts due either of the Constituent Entities on whatever account, as well as for Membership Interest subscriptions and all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the Surviving Entity as they were of the several and respective Constituent Entities, and the title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity. The Surviving Entity may record a certified copy of the Articles of Merger in any county in which a Constituent Entity holds an interest in real property.

b. If, at any time after the Effective Date of the Merger, the Surviving Entity shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, privileges, powers and franchises of the Disappearing Entity or otherwise carry out the provisions of this Agreement, the proper Managing Member and sole Member of the Disappearing Entity last in office shall execute and deliver, upon the Surviving Entity's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the Surviving Entity, and otherwise to carry out the provisions of this Agreement.

8. Filing with the Florida Secretary of State and Colorado Secretary of State. The Disappearing Entity and Surviving Entity shall cause their respective Managing Member and sole Member, or other duly designated Officer or authorized representative, to execute and file Articles of Merger and Statement of Merger in the form annexed to this Agreement, and upon the execution of this Agreement shall be deemed incorporated by reference into the Articles of Merger and Statement of Merger as if fully set forth in such Articles of Merger and Statement of Merger, and shall become an exhibit to such Articles of Merger and Statement of Merger. Thereafter, such Articles of Merger and Statement of Merger shall be delivered for filing by the Surviving Entity to the Florida Secretary of State and Colorado Secretary of State. The Articles of Merger and Statement of Merger shall be deemed to be effective on the Effective Date of the Merger, which shall be the date the Articles of Merger and Statement of Merger are filed with the Florida Department of State and the Colorado Secretary of State.

9. Termination; Abandonment. Notwithstanding the provisions hereof, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger as follows:

- a. by mutual consent of the Managing Member of the Disappearing Entity and the Managing Member of the Surviving Entity; and
- b. by either the Managing Member of the Disappearing Entity or by the Managing Member of the Surviving Entity if the Merger shall not have been effected.

In the event of termination of this Agreement and abandonment of the Merger as aforesaid, pursuant to this Section, written notice thereof forthwith shall be given by such Constituent Entity to the other and thereupon this Agreement and the Merger shall become void and of no effect, without any liability on the part of either of the Constituent Entities or their respective Managing Members and Members.

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 any rights of any dissenting shareholders of each domestic corporation that is a party to the Merger.

10. Amendment and Waiver. Either Constituent Entity, may, at any time prior to the Effective Date of the Merger, by appropriate action taken and duly authorized in accordance with applicable law, waive any of the terms or conditions of this Agreement or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement; provided, however, after a favorable vote by the Members of a party hereto, any such action shall be taken by that party only if, in the opinion of the Managing Member so acting, such amendment or modification will not have a material or adverse effect on the benefits intended under this Agreement for the Members of such party and will not require re-solicitation of any proxies of such Members.

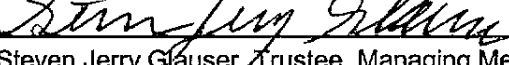
11. Counterparts. For the convenience of the parties and to facilitate any required filing, this Agreement may be executed in one or more counterparts (including by means of facsimile signature pages), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Constituent Entity has caused this Agreement to be executed by its appropriate duly authorized officer as of the date set forth above.

SURVIVING ENTITY:

SJG Associates, L.L.C., a Colorado limited liability company

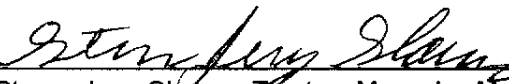
By: Steven Jerry Glauser, as Trustee of the
Amended and Restated Steven Jerry
Glauser Revocable Trust dated March 8,
2002, Its Managing Member
10391 Westminster Blvd.
Westminster, CO 80020

By: 
Steven Jerry Glauser, Trustee, Managing Member

DISAPPEARING ENTITY:

SJG Associates, L.L.C., a Florida limited liability company

By: Steven Jerry Glauser, as Trustee of the
Amended and Restated Steven Jerry
Glauser Revocable Trust dated March 8,
2002, Its Managing Member

By: 
Steven Jerry Glauser, Trustee, Managing Member