



Aug-25-04 10:50A

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AUG-25-2004 WEB 02:00 PM FRI SE NASH HANSEN
Division of Corporations

FAX NO 318513741

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Florida Department of State
Division of Corporations
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(9)

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604-61800

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MERGER OR SHARE EXCHANGE

SLAB INVESTMENT GROUP, LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$96.25

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AUG-26-2004 THU 01:39 PM FRESE NASH HANSEN

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Department of State 8/26/2004 9:52 PAGE 1/1 RightFAX



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 26, 2004

SLAB INVESTMENT GROUP, LLC
6767 N. WICKHAM ROAD, SUITE 500
MELBOURNE, FL 32940

SUBJECT: SLAB INVESTMENT GROUP, LLC
REF: L04000061800

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The effective date cannot be prior to the date of filing, which is 8/25/04.

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Michelle Hodges
Document Specialist

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AUG-26-2004 THU 01:40 PM FRESE NASH HANSEN

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**ARTICLES OF MERGER
OF
SL INVESTMENT GROUP, INC.
INTO
SLAB INVESTMENT GROUP, LLC**

104-59934
104-61800

ARTICLES OF MERGER between **SL INVESTMENT GROUP, INC.**, a Florida corporation, and **SLAB INVESTMENT GROUP, LLC**, a Florida limited liability company.

Pursuant to pursuant to Section 608.438 of the Florida Limited Liability Company Act (FLLCA) and Section 607.1108 of the Florida Business Corporation Act (the "Acts"), **SL INVESTMENT GROUP, INC.** and **SLAB INVESTMENT GROUP, LLC** adopt the following Articles of Merger.

ARTICLE I

The Plan of Merger dated August 24, 2004 (the "Plan of Merger") between **SL INVESTMENT GROUP, INC.** and **SLAB INVESTMENT GROUP, LLC** was approved and adopted by the Officers and Shareholders of **SL INVESTMENT GROUP, INC.** on August 24, 2004, and was approved and adopted by the Member and Manager of **SLAB INVESTMENT GROUP, LLC** on August 24, 2004, all in accordance with the Acts.

ARTICLE II

Pursuant to the Plan of Merger, all interests of **SL INVESTMENT GROUP, INC.** shall be cancelled and extinguished by virtue of merger without any action on the part of any holder thereof, and all interests of **SLAB INVESTMENT GROUP, LLC** shall continue after the merger without effect (the "Merger").

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

ARTICLE IV

Pursuant to the Acts, the date and time of the effectiveness of the Merger shall be 8:00 p.m., August 25, 2004.

IN WITNESS WHEREOF, the parties have set their hands this 24 day of August, 2004.

SL INVESTMENT GROUP, INC.

SLAB INVESTMENT GROUP, LLC

By: 

By: 

Robert M. Kush, Director and Shareholder

Robert M. Kush, Manager and Member

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STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24 day of August, 2004, by **ROBERT M. KUSH**, Director and Shareholder of **SL INVESTMENT GROUP, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a *Florida Driver's License* as identification.



Marilyn M. Pruss
Notary Public

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24 day of August, 2004, by **ROBERT M. KUSH**, Manager and Member of **SL INVESTMENT GROUP, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a *Florida Driver's License* as identification.



Marilyn M. Pruss
Notary Public

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PLAN OF MERGER

merging

SL INVESTMENT GROUP, INC.
(a Florida corporation)

with and into

SLAB INVESTMENT GROUP, LLC
(a Florida limited liability company)

THIS PLAN OF MERGER (the "Plan"), is made and entered into as of August 24, 2004, pursuant to Section 608.438 of the Florida Limited Liability Company Act (FLLCA) and Section 607.1108 of the Florida Business Corporation Act, by and between SL INVESTMENT GROUP, INC., a Florida corporation ("SL INVESTMENT" or the "Merging Corporation"), and SLAB INVESTMENT GROUP, LLC, a Florida limited liability company ("SLAB"), together with the Merging Corporation, the "Constituent Companies").

WITNESSETH:

WHEREAS, both SL INVESTMENT GROUP, INC. and SLAB INVESTMENT GROUP, LLC, are duly formed and existing entities under the laws of the State of Florida; and

WHEREAS, the parties hereto desire that SL INVESTMENT be merged with and into SLAB under the Articles of Organization of SLAB and with the name "SLAB Investment Group, LLC" pursuant to the terms and conditions of this Plan; and

WHEREAS, the shareholders and directors of SL INVESTMENT, and the members and managers of SLAB have approved the merger of SL INVESTMENT with and into SLAB upon the terms and subject to the conditions set forth herein (the "Merger"); and

WHEREAS, the shareholders and directors of SL INVESTMENT, and the members and managers of SLAB and SLAB have approved and adopted this Plan, each by written consent.

NOW, THEREFORE, for good and valuable consideration, the parties agree that (a) at the Effective Time (as defined in Section 7.1), SL INVESTMENT shall be merged with and into SLAB, (b) SLAB shall survive the Merger and shall continue in existence as a limited liability company formed and existing under, and governed by, the laws of the State of Florida, and (c) the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as hereinafter set forth:

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ARTICLE 1

Certificate of Formation of the Surviving Company

The limited liability company surviving the Merger (the "Surviving Company") shall be SLAB. The Articles of Organization of SLAB in effect at the Effective Time shall be the Articles of Organization of the Surviving Company.

ARTICLE 2

Operating Agreement of the Surviving Company

The Operating Agreement of SLAB in effect at the Effective Time shall be the Operating Agreement of the Surviving Company.

ARTICLE 3

Name and Location of the Surviving Company

The name of the Surviving Company shall be "SLAB Investment Group, LLC". The established offices and business locations of both SL INVESTMENT and SLAB shall be the offices and locations of the Surviving Company.

ARTICLE 4

Managers and Officers of the Surviving Company

4.1 *Directors and Managers.* At the Effective Time, the directors of SL INVESTMENT immediately prior to the Effective Time shall cease to be directors, and the manager of SLAB, shall remain manager of the Surviving Company, and each of them, subject to the Operating Agreement of the Surviving Company (the "SLAB LLC Agreement") and the laws of the State of Florida, shall serve until their successors are elected, they are terminated or as otherwise provided in the LLC Agreement.

4.2 *Officers.* The officers of SL INVESTMENT immediately prior to the Effective Time shall cease to be officers, and the officers of SLAB shall remain officers of the Surviving Company, and each of them, subject to the Operating Agreement and to the laws of the State of Florida, shall hold office from the Effective Time until their successors are elected, they are terminated or as otherwise provided in the Operating Agreement.

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ARTICLE 5

Conversion of Stock Interests

At the Effective Time, by virtue of the Merger and without any action on the part of SL INVESTMENT, SLAB or the holder of any stock/membership interests of SL INVESTMENT or SLAB, the following will occur:

(a) Any and all shares or rights to acquire any shares of stock of SL INVESTMENT outstanding immediately prior to the Effective Time, including, but not limited to, shall be canceled and extinguished by virtue of the Merger and without any action on the part of the holder thereof. The transfer books of SL INVESTMENT shall be closed and no transfer of SL INVESTMENT Interests or exercise of options to acquire the same shall be made at or after the Effective Time.

(b) All interests of SLAB outstanding as of the Effective Time, including, but not limited to, the SLAB Interests, shall remain outstanding after the Merger as membership interests of the Surviving Company, without effect by the Merger.

ARTICLE 6

Effects of Merger

The Merger shall have the effects specified under the Florida Limited Liability Company Act and the Florida Business Corporation Act.

ARTICLE 7

General Provisions

7.1 **Effective Time of Merger.** The effective time of the Merger (the "Effective Time") shall occur at the effective time stated in the Articles of Merger to be filed with the Secretary of State of the State of Florida.

7.2 **Termination.** This Agreement and the Merger may be terminated at any time prior to the Effective Time by either SL INVESTMENT or SLAB. In the event of the termination and abandonment of the Merger pursuant to the provisions of this Section 7.2, this Agreement and the transactions contemplated hereby shall become void and have no effect, without any liability on the part of SL INVESTMENT or SLAB or their respective managers, officers or members in respect of this Agreement.

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7.3 Amendment or Modification. With respect to the Merger and subject to the provisions of applicable law, this Agreement may be amended or modified at any time prior to the Effective Time with the consent of both SL INVESTMENT and SLAB.

7.4 Sole Agreement of Parties. This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by both parties.

7.5 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.6 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.7 Further Assurances. Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any assets of SL INVESTMENT acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and managers of the parties hereto are fully authorized in the name of their respective limited liability companies to take any and all such actions.

7.8 Headings. All sections and articles referred to herein are sections and articles of this Agreement. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 Gender; Plurals. Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

7.10 Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added automatically as a part of this Agreement a provision as similar in terms to

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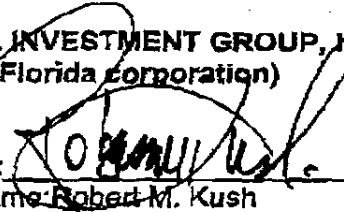
such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

7.11 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

7.12 *Waivers.* Any term, provision or condition of this Agreement may be waived in writing by the party which is, or the party the members of which are, entitled to the benefits thereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

SL INVESTMENT GROUP, INC.
(a Florida corporation)

By: 
Name: Robert M. Kush
Title: President

SLAB INVESTMENT GROUP, LLC
(a Florida limited liability company)

By: 
Name: Robert M. Kush
Title: Manager