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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

220 MADISON, LLC

Certificate of Status	0
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ARTICLES OF MERGER

OF
220 MADISON, INC. *pg 6-6323*
INTO
220 MADISON, LLC *LO4-93025*

220 MADISON, INC., a Florida corporation, and 220 MADISON, LLC, a Florida limited liability company, acting in compliance with the provisions of Section 607.1109 and 608.4382, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the surviving party is 220 Madison, LLC ("220, LLC"), a Florida limited liability company.
2. The name and jurisdiction of the merging party is 220 Madison, Inc. ("220, Inc."), a Florida corporation.
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".
4. The Agreement and Plan of Merger was approved by the sole member of 220, LLC on December 23, 2004;
5. The Agreement and Plan of Merger was approved by the sole shareholder of 220, Inc. on December 23, 2004.
6. The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

220 MADISON, INC.

Dated: 12/23/04By: *Gregory L. Hughes*
Gregory L. Hughes, President

220 MADISON, LLC

Dated: 12/23/04By: *Gregory L. Hughes*
Gregory L. Hughes, ManagerSECRETARY OF STATE
TALLAHASSEE, FLORIDA

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TRENAM KEMKER

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Exhibit "A"
Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 23rd day of December, 2004, by and between **220 MADISON, INC.**, a Florida corporation ("220, Inc."), and **220 MADISON, LLC**, a Florida limited liability company ("220, LLC"). 220, Inc. and 220, LLC are sometimes collectively referred to in this Agreement as the "Constituent Business Entities" and each is sometimes referred to individually as a "Constituent Business Entity."

WITNESSETH:

WHEREAS, the Board of Directors or Managers, as the case may be, of each Constituent Business Entity deems it advisable and for the general welfare of such Constituent Business Entity and its owners that 220, Inc. merge with and into 220, LLC and that 220, LLC merge 220, Inc. with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

NOW, THEREFORE, the Constituent Business Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER

The Constituent Business Entities have agreed and do hereby agree each with the other that 220, Inc. shall be merged with and into 220, LLC, and that 220, LLC shall merge 220, Inc. with and into itself. 220, LLC be the surviving party in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. EFFECTIVE DATE

The merger provided for in this Agreement shall become effective and the Constituent Business Entities shall be deemed to have merged as of as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. MANNER OF CONVERTING SHARES

Pursuant to the merger, all of the outstanding shares of stock of 220, Inc. will be cancelled. No new membership interest in 220, LLC will be issued to the former sole shareholder of 220, Inc. Each membership interest of 220, LLC that is issued and outstanding on the Effective Date shall continue and remain unchanged.

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4. **EFFECT OF THE MERGER.**

(a) **Existence of 220, Inc.** On the Effective Date, the separate existence of 220, Inc. shall cease and it shall be merged with and into 220, LLC. Thereupon, all the property, real, personal, and mixed, and all interest therein of 220, Inc. and all debts due to it shall be transferred to and invested in 220, LLC further act or deed and without reversion or impairment. 220, LLC shall thenceforth be responsible and liable for all the liabilities and obligations of 220, Inc.

(b) **Articles of Organization.** The Articles of Organization of 220, LLC, in effect on the Effective Date, shall continue in full force and effect as the Articles of Organization of 220, LLC and shall not be changed or amended by the merger.

(c) **Operating Agreement.** The Operating Agreement of 220, LLC as in effect on the Effective Date, shall continue in full force and effect as the Operating Agreement of 220, LLC and shall not be changed or amended by the merger.

(d) **Managers.** Until altered by the members of 220, LLC, the duly elected managers and officers of 220, LLC shall continue to serve as the managers and officers of 220, LLC and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the sole shareholder of 220, Inc. and to the members of 220, LLC for approval. The affirmative vote of the holder of all of the shares of 220, Inc. entitled to vote and the affirmative vote of the holders of all of the membership interests of 220, LLC entitled to vote shall be required for such approval.

6. **REPRESENTATIONS AND WARRANTIES OF 220, INC.**

220, Inc. hereby represents and warrants to 220, LLC that:

(a) **Organization and Standing.** 220, Inc. is a corporation duly organized and validly existing, and in good standing, under the laws of the State of Florida.

(b) **Subsidiaries.** 220, Inc. has no subsidiaries.

(c) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of 220, Inc. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of 220, Inc. by the Florida Business Corporation Act or otherwise to make this

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Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(d) **No Liabilities.** Except to the extent previously disclosed to 220, LLC, 220, Inc. has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

7. **REPRESENTATIONS AND WARRANTIES OF 220, LLC.**

220, LLC hereby represents and warrants to 220, Inc. that:

(a) **Organization and Standing.** 220, LLC is a limited liability company duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Managers of 220, LLC. Except for the member approval as required by Section 5 of this Agreement, no further action is required by the Florida Limited Liability Company Act or otherwise to make this Agreement a valid and binding agreement of 220, LLC, enforceable against 220, LLC in accordance with its terms.

8. **GENERAL PROVISIONS.**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** 220, LLC shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination.** This Agreement may be terminated or amended by the mutual consent of the Board of Directors of 220, Inc. and managers of 220, LLC, whether before or after approval of this Agreement by the sole shareholder of 220, Inc. or by the members of 220, LLC.

(e) **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

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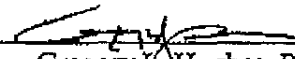
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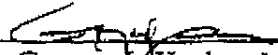
(f) **Further Assurances.** 220, Inc. agrees that from time to time following the Effective Date, as and when requested by 220, LLC, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as 220, LLC may deem necessary or desirable, in order more fully to vest in and confirm to 220, LLC title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer or manager, as the case may be, to execute this Agreement and Plan of Merger.

220 MADISON, INC.

By: 
Gregory L. Hughes, President

220 MADISON, LLC

By: 
Gregory L. Hughes, Manager

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