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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 615952 3487A
AUTHORIZATION : *Patricia Pigute*
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ORDER DATE : September 26, 2005

ORDER TIME : 9:32 AM

ORDER NO. : 615952-005

CUSTOMER NO: 3487A

CUSTOMER: Mr. Jeffrey Bauer
Icard Merrill Cullis Timm
Suite 600
2033 Main Street
Sarasota, FL 34237

ARTICLES OF MERGER

AGRAM INTERNATIONAL, LLC

INTO

AGRAM INTERNATIONAL, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight EX 2956
EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
AGRAM INTERNATIONAL, LLC
A NEW YORK LIMITED LIABILITY COMPANY
INTO
AGRAM INTERNATIONAL, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

FILED
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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.4382, F.S., and Section 1001, *et seq.* of the New York Limited Liability Company Law, Agram International, LLC, a New York limited liability company ("Disappearing Entity"), and Agram International, LLC, a Florida 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>New York Document/ Registration Number</i>	<i>F.E.I. Number</i>
Agram International, LLC 68-05 32 nd Avenue Woodside, NY 11377	New York	Limited Liability Company	N/A	81-0655812

b. Surviving 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>
Agram International, LLC 6261 Elmwood Avenue Sarasota, FL 34231	Florida	Limited Liability Company	L05000082349	81-0655812

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:

Name and Address	Jurisdiction	Entity Type	Florida Document/Registration Number	F.E.I. Number
Agram International, LLC 6261 Elmwood Avenue Sarasota, FL 34231	Florida	Limited Liability Company	L05000082349	81-0655812

3. Plan of Merger Requirements. The Plan of Merger, annexed hereto as Exhibit 1 and made a part hereof ("Plan of Merger"), meets the requirements of Section 608.438, F.S. and Section 1001, *et. seq.* of the New York Limited Liability Company Law, and was approved and executed by the domestic limited liability company that is a party to the Merger. The attached Plan of Merger was approved by the foreign entity that is a party to the Merger in accordance with the respective laws of all applicable jurisdictions.

4. Appointment of New York Secretary of State. The Surviving Entity hereby appoints the New York Secretary of State as its agent for substitute service of process pursuant to Section 301 of the New York Limited Liability Company Law, in any proceeding to enforce any obligation or rights of any dissenting member of each New York limited liability company that is a party to the Merger.

5. Dissenters' Rights. The Surviving Entity agrees to pay the dissenting members of each New York limited liability company that is a party to the Merger the amount, if any, to which they are entitled under Section 1002 and Section 1005 of the New York Limited Liability Company Law.

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.

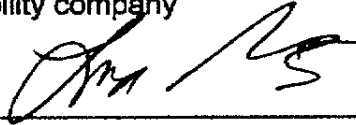
7. Method of Accomplishing the Merger. Pursuant to the Plan of Merger, all issued and outstanding membership interests of Disappearing Entity will be acquired by means of a merger of Disappearing Entity into Surviving Entity with Surviving Entity the surviving entity ("Merger").

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 608, F.S., and Section 1003 of the New York Limited Liability Company Law.

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.

IN WITNESS WHEREOF, the parties have executed this Articles of Merger as of September 21, 2005.

Agram International, LLC , a Florida limited liability company

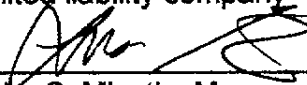


Luka S. Misetic, Manager

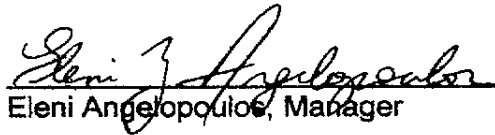


Eleni Angelopoulos, Manager

Agram International, LLC , a New York limited liability company



Luka S. Misetic, Manager



Eleni Angelopoulos, Manager

EXHIBIT 1
PLAN OF MERGER

**PLAN OF MERGER
BY AND BETWEEN
AGRAM INTERNATIONAL, LLC
A NEW YORK LIMITED LIABILITY COMPANY
AND
AGRAM INTERNATIONAL, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

THIS PLAN OF MERGER ("Plan of Merger") is entered into as of September 21, 2005, between Agram International, LLC, a New York limited liability company (the "Disappearing Entity"), located at 68-05 32nd Avenue, Woodside, NY 11377, and Agram International, LLC, a Florida limited liability company (the "Surviving Entity"), located at 6261 Elmwood Avenue, Sarasota, FL 34231 (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 1001 *et. seq.* of the New York Limited Liability Company Law, is being submitted in accordance with Section 608.4381, F.S., and Section 1001 *et. seq.* of the New York Limited Liability Company Law.

RECITALS

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

B. The Managers of the Disappearing Entity and the Managers 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 and in accordance with the applicable statutes of the State of New York and the State of Florida.

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, the Constituent Entities hereby agree, pursuant to the applicable laws of the State of New York and the State of Florida, 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>New York Document/ Registration Number</i>	<i>F.E.I. Number</i>
Agram International, LLC 68-05 32 nd Avenue Woodside, NY 11377	New York	Limited Liability Company	N/A	81-0655812

b. Surviving 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>
Agram International, LLC 6261 Elmwood Avenue Sarasota, FL 34231	Florida	Limited Liability Company	L05000082349	81-0655812

3. Merger; Effectiveness. The name of the Surviving Entity shall be Agram International, LLC and shall be governed by the laws of the State of Florida. 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 New York and the State of Florida.

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 Members of the Disappearing Entity shall surrender their 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 Members of the Disappearing Entity and the Members 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 Members will continue as the only Members 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 Plan of Merger, 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 Entity 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 Plan of Merger, the Managers 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 Plan of Merger.

8. Filing with the New York Secretary of State and Florida Secretary of State. The Disappearing Entity and Surviving Entity shall cause their respective Managers, or other duly designated Officers or authorized representatives, to execute and file, respectively, a Certificate of Merger with the New York Secretary of State and Articles of Merger and Plan of Merger with the Florida Secretary of State.

9. Termination; Abandonment. Notwithstanding the provisions hereof, this Plan of Merger 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 Managers of the Disappearing Entity and the Managers of the Surviving Entity; and

b. by either the Managers of the Disappearing Entity or by the Managers of the Surviving Entity if the Merger shall not have been effected.

In the event of termination of this Plan of Merger 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 Plan of Merger 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 Managers and Members.

The Surviving Entity hereby appoints the New York Secretary of State as its agent for substitute service of process pursuant to Section 301 of the New York Limited Liability Company Law in any proceeding to enforce any obligation or any rights of any dissenting members of the domestic company that is party to the Merger.

10. Management of Surviving Entity Vested in Managers. Management of the Surviving Entity shall be vested in Managing Members which shall be the same Managing Members as those Managing Members of the Disappearing Entity. The names and business addresses for those Managing Members shall be as follows:

Luka S. Misetic
6261 Elmwood Avenue
Sarasota, FL 34231

Eleni Angelopoulos
6261 Elmwood Avenue
Sarasota, FL 34231


11. 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 Plan of Merger or agree to an amendment or modification of this Plan of Merger by an agreement, in writing, executed in the same manner (but necessarily by the same persons) as this Plan of Merger; 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 Manager so acting, such amendment or modification will not have a material or adverse effect on the benefits intended under this Plan of Merger for the Members of such party and will not require re-solicitation of any proxies of such Members.

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

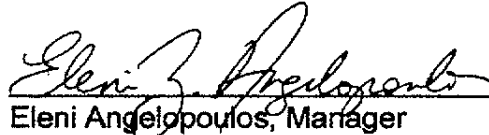
IN WITNESS WHEREOF, each Constituent Entity has caused this Plan of Merger to be executed by its appropriate duly authorized officer as of the date set forth above.

SURVIVING ENTITY:

Agram International, LLC a Florida limited liability company



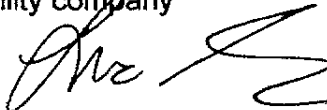
Luka S. Misetic, Manager
6261 Elmwood Avenue
Sarasota, FL 34231



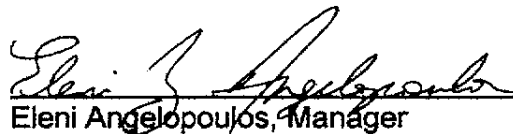
Eleni Angelopoulos, Manager
6261 Elmwood Avenue
Sarasota, FL 34231

DISAPPEARING ENTITY:

Agram International, LLC a New York limited liability company



Luka S. Misetic, Manager
68-05 32nd Avenue
Woodside, NY 11377



Eleni Angelopoulos, Manager
68-05 32nd Avenue
Woodside, NY 11377