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MERGER OR SHARE EXCHANGE

STORMANN'S FIRE RESTAURANTS, LLC

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Law Offices

HOLLAND & KNIGHT LLP

701 Brickell Avenue
Suite 3000
P.O. Box 015441 (ZIP 33101-5441)
Miami, Florida 33131

PHONE No.: 305-374-8500
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Ms. Agnes Lunt

Stormann's Fire Restaurants, LLC

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CONFIDENTIALITY NOTICE:

Esmi Diazdon

(905) 349-2275

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MESSAGE:

Dear Ms. Lunt:

Pursuant to your request, enclosed please find copies of the Plan and Agreement of Merger, Articles of Merger and the electronic filing coversheet. Should you have any questions, please do not hesitate to contact me.

Esmi Diazdon

FOR THE RECORD:

DATE: 8/29/2005

URGENCY: SUPER RUSH RUSH REGULAR

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CONFIRMED: YES NO NAME: TIME:



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Glenda E. Hood
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August 25, 2005

STORMANN'S FIRE RESTAURANTS, LLC
701 BRICKELL AVENUE, SUITE 3000
MIAMI, FL 33131

SUBJECT: STORMANN'S FIRE RESTAURANTS, LLC
REF: L05000082526

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Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Document Specialist

FAX Aud. #: H05000203485
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**ARTICLES OF MERGER
OF
STORMANN'S FIRE RESTAURANTS, INC.
INTO
STORMANN'S FIRE RESTAURANTS, LLC**

2005 AUG 24 11:00 AM

THE UNDERSIGNED, as duly authorized representatives of **Stormann's Fire Restaurants, LLC**, a Florida limited liability company ("Stormann's LLC"), and **Stormann's Fire Restaurants, Inc.**, a Florida corporation ("Stormann's Inc."), and for the purpose of complying with the provisions of Sections 607.1109 and 608.4382 of the Florida Statutes and in order to effectuate the merger of Stormann's Inc. into Stormann's LLC, with Stormann's LLC as the surviving entity (the "Surviving Entity"), hereby certify as follows:

FIRST: The name of the Surviving Entity is Stormann's LLC, and the jurisdiction of its organization is the State of Florida, the laws of which permit this merger. Its principal place of business is 11174 SW 37th Manor, Davie, Florida 33328.

SECOND: The name and place of organization of the entity being merged into the Surviving Entity is Stormann's Fire Restaurants, Inc., a corporation organized in the jurisdiction of the State of Florida, the laws of which permit this merger. Its principal place of business is 701 Brickell Avenue, Suite 3000, Miami, Florida 33131.

THIRD: An agreement of plan of merger that meets all the requirements of Sections 607.1108 and 608.438 was adopted by each entity that is a party to this merger and is attached hereto as Exhibit A.

FOURTH: The agreement of plan of merger was approved by the board of directors and shareholders of Stormann's Inc. on August 24, 2005 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

FIFTH: The agreement of plan of merger was approved by the managers and members of Stormann's LLC on August 24, 2005 in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

SIXTH: The merger of Stormann's Inc. into Stormann's LLC shall be effective on August 24, 2005.

[Signature blocks appear on the following page]

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IN WITNESS WHEREOF, the undersigned have executed this document on this
24 day of August, 2005.

STORMANN'S FIRE RESTAURANTS, INC.

By: 
Name: Detlef Fable
Its: Director

7/27/05
2005 07 29 7:09:40
7/27/05

STORMANN'S FIRE RESTAURANTS, LLC

By: 
Name: Detlef Fable
Its: Manager

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Exhibit A
Plan and Agreement of Merger

SEP 20 4 34 00
T. J. ...

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**PLAN AND AGREEMENT OF MERGER
OF
STORMANN'S FIRE RESTAURANTS, INC.
INTO
STORMANN'S FIRE RESTAURANTS, LLC**

11/11/05
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THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of the 24 day of August, 2005 by and between Stormann's Fire Restaurants, Inc., a Florida corporation (the "Corporation"), and Stormann's Fire Restaurants, LLC, a Florida limited liability company ("Stormann's LLC").

WITNESSETH:

WHEREAS, the Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Stormann's LLC is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the laws of the State of Florida permit a merger of a Florida corporation with and into a Florida limited liability company;

WHEREAS, the Board of Directors of Stormann's Fire Restaurants, Inc. deem it advisable and in the best interest of the Corporation and its respective shareholders, that the Corporation merge with and into Stormann's LLC pursuant to the Florida Statutes;

WHEREAS, the managers of Stormann's LLC deem it advisable and in the best interest of Stormann's LLC and its respective members, that the Corporation merge with and into Stormann's LLC pursuant to the Florida Statutes;

WHEREAS, the Board of Directors of the Corporation and the managers of Stormann's LLC, by resolutions duly adopted have approved the terms and conditions of this Agreement and directed that the proposed merger be submitted to the shareholders of the Corporation and the members of Stormann's LLC, and have recommended to such shareholders and members, approval of the terms and conditions hereinafter set forth;

WHEREAS, the Corporation and Stormann's LLC have agreed that the Corporation shall merge into Stormann's LLC upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes;

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NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Corporation and Stormann's LLC, agree as follows:

03/13/09 3:30

1. The Corporation and Stormann's LLC agree that the Corporation shall be merged into Stormann's LLC, as a single company, upon the terms and conditions of this Agreement, and that Stormann's LLC shall continue under the laws of the State of Florida as the surviving company (the "Surviving Company"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, managing member and the membership interests of the Surviving Company shall be as appears in the articles of organization of Stormann's LLC as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the effective date, and until further amended, altered, or restated as provided by law, the articles of organization separate and apart from this Agreement shall be and may be separately certified as the articles of organization of the Surviving Company.

b. The operating agreement of Stormann's LLC in effect on the effective date, if any, shall be the operating agreement of the Surviving Company until it shall be altered, amended, or replaced or until a new operating agreement is adopted as provided therein.

c. The person who upon the effective date of the merger constitutes the manager of Stormann's LLC shall be the person constituting the manager of the Surviving Company on the effective date. If, on the effective date of the merger, the position of manager of Stormann's LLC is vacant, that vacancy may be filled in the manner provided in the operating agreement of the Surviving Company or in accordance with the Florida Statutes.

2. This Agreement was submitted to the shareholders of the Corporation and to the members of Stratum LLC for their consent and approval in accordance with Sections 607.1103 and 608.4381 of the Florida Statutes, was adopted and approved in accordance with the laws of the state, and, as promptly as practicable, shall be certified by the secretary of the Corporation and manager of Stormann's LLC; this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.

3. The effective date for all purposes herein of the merger of the Corporation with and into Stormann's LLC shall be the date of filing of the Articles of Merger (the "Effective Date" of the merger).

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4. On the Effective Date, each share of the Corporation's common stock, no par value per share, issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of membership interest of Stormann's LLC shall be cancelled.

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5. The Corporation and Stormann's LLC shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

6. Upon the Effective Date, the transfer books of the Corporation shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

7. Prior to and at the Effective Date, the Corporation and Stormann's LLC shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of the Corporation, the officers and directors of the Corporation shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. At and after the Effective Date, Stormann's LLC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, all of the property, real, personal, and mixed, of each of the merging entities; all debts due to the Corporation of whatever account shall be vested in Stormann's LLC; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of Stormann's LLC, as they were of the respective entities; the title to any real estate vested by deed or otherwise vested in the Corporation, shall not revert or be in any way impaired, by reason of the merger, but shall be vested in Stormann's LLC; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of each of the merging entities shall thenceforth attach to Stormann's LLC and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. Stormann's LLC hereby appoints Interstate Registered Agent Corporation as its initial registered agent for service of process in the State of Florida in any proceeding for enforcement of any obligation of Stormann's LLC, as well as for any obligation of the Corporation arising from, or in connection with, this

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merger, including any suit or other proceeding to enforce the right of any dissenting shareholder determined pursuant to the provisions of the Florida Statutes.

10. This Agreement embodies the entire agreement between the parties. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

11. Stormann's LLC, the surviving LLC, will be managed by Detlef Fahle, Manager, 11174 SW 37th Manor, Davie, Florida 33328.

12. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

a. If to Stormann's Fire Restaurants, Inc. to:

Detlef Fahle
c/o Alcides I. Avila, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131; or

b. If to Stormann's Fire Restaurants, LLC to:

Detlef Fahle
c/o Alcides I. Avila, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131

13. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the Corporation and to Stormann's LLC, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

NOW, THEREFORE, the Corporation and to Stormann's LLC, have signed this Plan and Agreement of Merger on the date first written above.

STORMANN'S FIRE RESTAURANTS, INC.

By: 
Detlef Fahle, Director

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05/29/2005 5:00 PM FR HOLLAND & KNIGHT

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STORMANN'S FIRE RESTAURANTS, LLC

By: *D. Fable*
Detlef Fable, Manager

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