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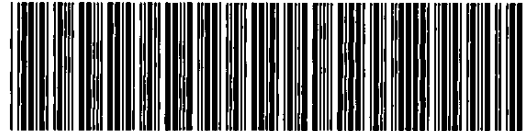
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Merger

Winter Garden / Tri City LLC with and into Forty one Associates LLC
(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

(CORPORATE NAME AND DOCUMENT #)

ALL INSTRUCTIONS:

P.09/98
FILED
JUN-1 PM 12:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
OF
WINTER GARDEN/TRI CITY L.L.C., a Florida limited liability company
with and into
FORTY ONE ASSOCIATES, L.C., a Florida limited liability company**

Pursuant to Section 608.4382 of the Florida Limited Liability Act, Forty One Associates L.C., a Florida limited liability company (the "Company"), and Winter Garden/Tri City L.L.C., a Florida limited liability company (the "Merging Company"), hereby adopt the following Certificate of Merger for the purpose of merging the Merging Company with and into the Company.

1. The Merging Company is a Florida limited liability company, with offices located at 99 W. Hawthorne Avenue, Suite 218, Valley Stream, New York 11580, File Number L99000002317.

2. The surviving Company is a Florida limited liability company, with offices located at 99 W. Hawthorne Avenue, Suite 218, Valley Stream, New York 11580, Florida Document Registration Number L95000000722.

3. On the Effective Date, as this term is hereinafter defined, the Merging Company shall be merged with and into the Company, and the Company shall be the surviving entity of the merger, pursuant to the terms set forth in that certain Agreement and Plan of Merger by and between the parties dated as of May 31, 2007 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A.

4. The Plan of Merger was approved by all of the managing members and the receiver of each of the Company and the Merging Company in accordance with the applicable provisions of Chapter 608, Florida Statutes.

5. The effective date of the merger shall be the date on which this Certificate of Merger is filed with the Florida Department of State (the "Effective Date").

6. The merger is permitted under the laws of Florida and is not prohibited by the Articles of Organization and Operating Agreement of each of the Company and the Merging Company.

7. The Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the parties to the merger. The capital accounts of each member of the Merging Company shall be merged into and combined with the capital account of each such member in the Company. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the parties to the merger shall be vested in the Company without further act or deed. The title to or any interest in any real estate vested in any of the parties to the merger shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the parties to the merger shall be vested in the Company without further act or deed. The Company shall be liable for all of the obligations of each of the parties to the merger existing as of the Effective Date provided,

however, that the Company and each individual member will not waive and will retain any and all rights to contest or challenge any of the obligations assumed by the Company pursuant to the merger contemplated herein.

8. The executed Plan of Merger is on file at the principal place of business of the Company, the address of which is 99 W. Hawthorne Avenue, Suite 218, Valley Stream, New York 11580.

9. This Certificate of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereby acknowledge and agree that facsimile signatures of this Certificate of Merger shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of the Merging Company and the Company by their authorized representatives as of this 31st day of May 2007.

FORTY ONE ASSOCIATES, L.C.

By: 
Jude Wiener, Managing Member

By: _____
Daniel Wiener, Managing Member

By: _____
Michael Elkin, Receiver

WINTER GARDEN/TRI CITY L.L.C.

By: 
Jude Wiener, Managing Member

By: _____
Daniel Wiener, Managing Member

By: _____
Michael Elkin, Receiver

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By: _____
Jude Wiener, Managing Member

By:  _____
Daniel Wiener, Managing Member

By: _____
Michael Elkin, Receiver

WINTER GARDEN/TRI CITY L.L.C.

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By: _____
Daniel Wiener, Managing Member

By: Michael Elkin
Michael Elkin, Receiver

WINTER GARDEN/TRI CITY L.L.C.

By: _____
Jude Wiener, Managing Member

By: _____
Daniel Wiener, Managing Member

By: Michael Elkin
Michael Elkin, Receiver

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") dated as of May 31, 2007, is entered into by and between Forty One Associates L.C., a Florida limited liability company (the "Company"), and Winter Garden/Tri City L.L.C., a Florida limited liability company (the "Merging Company") (the Company and the Merging Company collectively referred to herein as the "Constituent Entities").

RECITALS

WHEREAS, the parties deem it in the best interests of the Constituent Entities to have the Merging Company merge with and into the Company, and the Company be the surviving entity of the merger pursuant to the terms set forth herein.

WHEREAS, the managing members of the Merging Company, and the managing members of the Company, have approved the merger of the Merging Company with and into the Company in accordance with all applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and provisions set forth herein, the parties agree as follows:

1. **Merger**. In accordance with the provisions of this Plan of Merger, Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act"), on the Effective Date (as defined below), (a) the Merging Company shall be merged with and into the Company; (b) following the merger, the separate existence of the Merging Company shall cease; and (c) each membership interest of the Merging Company which is issued and outstanding immediately prior to the Effective Date shall be canceled and retired without consideration, and no payment shall be made with respect thereto.

2. **Effective Date**. The merger of the Constituent Entities shall become effective on the date of filing of the Certificate of Merger with the Office of the Florida Secretary of State (the "Effective Date"). The Constituent Entities shall take all such other actions as may be required by law to make the merger effective.

3. **Articles of Organization**. Following the Effective Date, the Company shall continue its existence under its present name, subject to the laws of the State of Florida, and its Articles of Organization, in effect immediately prior to the Effective Date, shall continue to be the Articles of Organization of the Company, until the same are amended and changed pursuant to the Florida Act.

4. **Units**. The merger shall have no effect on the membership interests of the Company which are issued and outstanding as of the Effective Date.

5. **Managing Members**. The managing members of the Company as of the Effective Date shall continue to manage the Company, as such roles may be limited pursuant to the May 26, 2006 Order Appointing Receiver.

6. Effect of the Merger. The Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Entities. The capital accounts of each member of the Merging Company shall be merged into and combined with the capital account of each such member in the Company. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Company without further act or deed. The title to or any interest in any real estate vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Company without further act or deed. The Company shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date provided, however, that the Company and each individual member will not waive and will retain any and all rights to contest or challenge any of the obligations assumed by the Company pursuant to the merger contemplated herein.

7. Cooperation. The Merging Company shall, as and when requested by the Company, execute and deliver all such deeds, documents and instruments and take all such actions necessary or appropriate to carry out this merger, and to vest in the surviving Company title to and possession of any property of the Merging Corporation acquired or to be acquired by reason or as a result of the merger herein contemplated.

8. Dissenters' Rights. There are no dissenting members of the Merging Company or dissenting members of the Company in reference to the transaction contemplated hereby.

9. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflict of law principles.

10. Construction. Every term and provision of this Plan of Merger shall be construed according to its fair meaning. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as a waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of the Plan of Merger shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

11. Entire Agreement. This Plan of Merger contains the entire agreement between the Constituent Entities relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

12. Amendments. This Plan of Merger may be amended or modified only by a written instrument signed by authorized representatives of both Constituent Entities.

13. Severability. This Plan of Merger is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Plan of Merger or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Plan of

Merger and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

14. Section Headings. The section headings appearing in this Plan of Merger are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section.

15. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereby acknowledge and agree that facsimile signatures of this Plan of Merger shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the date first above written.

FORTY ONE ASSOCIATES, L.C.

By: 
Jude Wiener, Managing Member

By: _____
Daniel Wiener, Managing Member

By: _____
Michael Elkin, Receiver

**WINTER GARDEN/TRI CITY L.L.C., the
Merging Company**

By: 
Jude Wiener, Managing Member

By: _____
Daniel Wiener, Managing Member

By: _____
Michael Elkin, Receiver

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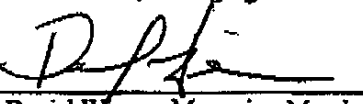
By: _____
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