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STEARNS WEAVER MILLER

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Florida Department of State
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MERGER OR SHARE EXCHANGE

Lyons Creek Enterprises, L.L.C.

Certificate of Status	0
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80.00

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ARTICLES OF MERGER

OF

CREEK ENTERPRISES, L.L.C.
(a Florida limited liability company)

100-5803

WITH AND INTO

LYONS CREEK ENTERPRISES, L.L.C.
(a Delaware limited liability company)

105-2775

The following articles of merger are being submitted in accordance with Section 608.4382 of the Florida Limited Liability Company Act.

First: Creek Enterprises, L.L.C., a Florida limited liability company ("CE-FLA") is the merging party. CE-FLA filed its Articles of Organization with the Florida Department of State on May 19, 2000 under Document No. L00000005803. Its principal office address is 6530 W. Rogers Circle, Suite 31, Boca Raton, Florida 33487. Its federal identification number is 65-1011357.

Second: Lyons Creek Enterprises, L.L.C., a Delaware limited liability company ("CE-DEL") is the surviving entity. CE-DEL filed its Certificate of Formation with the Delaware Department of State on May 16th, 2005. Its principal office address is 6530 W. Rogers Circle, Suite 31, Boca Raton, Florida 33487.

Third: Attached is a form of the Agreement and Plan of Merger, which meets the requirements of Section 608.438 of the Florida Limited Liability Company Act. The Agreement and Plan of Merger has been approved by the respective sole member and manager of each of the limited liability companies, in accordance with their respective operating agreements.

Fourth: CE-DEL hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting members of CE-FLA.

Fifth: CE-DEL agrees to pay the dissenting members of DE-FLA the amount, if any, to which they are entitled under Section 608.4384 of the Florida Limited Liability Company Act.

Sixth: The merger is permitted under the respective laws of Delaware and Florida and is not prohibited by the operating agreements of the limited liability companies that are parties to this merger.

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Seventh: The Merger shall become effective on the later to occur of the filing of these Articles of Merger with the Florida Secretary of State or the filing of Certificate of Merger relating to the Merger with the Delaware Department of State.

Eighth: These Articles of Merger are executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, Lyons Creek Enterprises, L.L.C., a Delaware limited liability company, and Creek Enterprises, L.L.C., a Florida limited liability company, have each caused these Articles of Merger to be executed this 16th day of May, 2005.

LYONS CREEK ENTERPRISES, L.L.C., a
Delaware limited liability company, the
surviving entity

By: Leder Group, Inc. Manager

By: 

Name: Sean M. Leder

Title: Vice President

CREEK ENTERPRISES, L.L.C., a Florida
limited liability company, the merging entity

By: Leder Group, Inc. Manager

By: 

Name: Sean M. Leder

Title: Vice President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this 16th day of May, 2005 by and between **Creek Enterprises, L.L.C.**, a Florida limited liability company, with its principal place of business located at 6530 W. Rogers Circle, Suite 31, Boca Raton, Florida 33487 (hereinafter referred to as "CE-FLA") and **Lyons Creek Enterprises, L.L.C.**, a Delaware limited liability company, with its principal place of business located at 6530 W. Rogers Circle, Suite 31, Boca Raton, Florida 33487 (hereinafter referred to as "CE-DEL" or the "Surviving Entity").

WITNESSETH:

WHEREAS, the CE-FLA is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware; and

WHEREAS, pursuant to duly authorized action by the respective Member and Manager, as applicable, CE-FLA and CE-DEL have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 18-209 of the Delaware Limited Liability Company Act and Section 608.4382 of the Florida Limited Liability Company Act;

NOW THEREFORE, in consideration of the mutual premises herein contained, CE-FLA and CE-DEL hereby agree as follows:

1. **MERGER.** The CE-FLA and CE-DEL agree that CE-FLA shall be merged with and into CE-DEL, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that CE-DEL shall continue under the laws of the State of Delaware as the surviving entity.

2. **SURVIVING ENTITY.** On and after the effective date of the Merger:

(a) CE-DEL shall be the surviving entity, and shall continue to exist as a limited liability company under the laws of the State of Delaware, with all of the rights and obligations of such Surviving Entity as are provided by the Delaware Limited Liability Company Act.

(b) CE-FLA shall cease to exist, and its property shall become the property of CE-DEL as the Surviving Entity.

3. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the Merger are the following:

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(a) **Operating Agreement.** The Operating Agreement of CE-DEL shall continue as the Operating Agreement of the Surviving Entity.

4. **MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS INTO SURVIVING ENTITY.** The outstanding membership interest of CE-FLA shall be converted as follows:

(a) 100% of the membership interest in CE-FLA shall be canceled and no longer be issued or outstanding, and no membership interests in the Surviving Entity will be issued in respect thereof; and

(b) The sole member of CE-DEL shall remain the sole member of the Surviving Entity.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective member and manager, as the case may be, of CE-FLA and CE-DEL. Subsequent to the execution of this Agreement by the managers of CE-FLA and the Surviving Entity, the managers of CE-FLA and the Surviving entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective on the later to occur of the filing by the Surviving Entity of Articles of Merger relating to the Merger with the Department of State of the State of Florida and the filing of a Certificate of Merger relating to the Merger with the Secretary of State of the State of Delaware.

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the respective members of CE-FLA and CE-DEL, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modifications.

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IN WITNESS WHEREOF, CE-FLA and CE-DEL have caused this Agreement to be executed by their duly authorized managers as of the day and year first above written.

Constituent Entities:

CREEK ENTERPRISES, L.L.C., a Florida limited liability company, the merging entity

By: Leder Group, Inc., Manager

By: 

Name: Sean A. Leder

Title: Vice President

LYONS CREEK ENTERPRISES, L.L.C., a Delaware limited liability company, the surviving entity

By: Leder Group, Inc., Manager

By: 

Name: Sean M. Leder

Title: Vice President

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