

M99979



ACCOUNT NO. : 072100000032

REFERENCE : 201736 4806726

AUTHORIZATION :

COST LIMIT : \$ 122.50

*Patricia Piquet*

ORDER DATE : December 26, 1996

ORDER TIME : 11:12 AM

ORDER NO. : 201736-010

CUSTOMER NO: 4806726

300002038293--0

CUSTOMER: John B. Mccracken, Esq  
Jones Foster Johnston & Stubbs  
P.o. Box 3475

West Palm Beach, FL 33402-3475

ARTICLES OF MERGER

MELBOURNE NORTH, INC.

INTO

GOLDEN TRIANGE REALTY, INC.

\*\*\*\*PLEASE NOTE EFFECTIVE DATE OF 12/31/96\*\*\*\*\*

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Kathy Drake

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
96 DEC 26 PM 12: 37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SH 12/27

RECEIVED  
95 DEC 26 PM 12: 12  
DIVISION OF CORPORATION



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

December 26, 1996

CSC Networks

**SUBJECT: MELBOURNE-NORTH, INC.**  
**Ref. Number: H06699**

**RESUBMIT**

Please give original  
submission date as file date.

We have received your document for MELBOURNE-NORTH, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

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 (904) 487-6908.

Steven Harris  
Corporate Specialist

Letter Number: 396A00057307

RECEIVED  
96 DEC 27 AM 10:52  
DIVISION OF CORPORATION

**ARTICLES OF MERGER  
Merger Sheet**

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**MERGING:**

**MELBOURNE-NORTH, INC., a Florida corporation, H06699**

**INTO**

**GOLDEN TRIANGLE REALTY, INC., a Florida corporation, M99979**

**File date: December 26, 1996, effective December 31, 1996**

**Corporate Specialist: Steven Harris**

**Account number: 072100000032**

**Account charged: 122.50**

EFFECTIVE DATE  
12-31-96

**ARTICLES OF MERGER**  
**MELBOURNE-NORTH, INC.**  
**INTO**  
**GOLDEN TRIANGLE REALTY, INC.**  
**(the Survivor)**

FILED  
96 DEC 26 PM 12:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1101 of the Florida General Corporation Act, Melbourne-North, Inc., a Florida corporation, and Golden Triangle Realty, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Melbourne-North, Inc., into Golden Triangle Realty, Inc., the latter of which is to survive the merger:

**ARTICLE I**

That certain Plan and Agreement of Merger (the "Agreement") by and between Melbourne-North, Inc., a Florida corporation, and Golden Triangle Realty, Inc., a Florida corporation, attached and made a part hereof was duly approved by all the Directors and Shareholders of Melbourne-North, Inc., on December 18, 1996, and by all the Directors and Shareholders of Golden Triangle Realty, Inc., on December 18, 1996.

**ARTICLE II**

The Articles of Incorporation of Golden Triangle Realty, Inc., the Surviving Corporation, shall be the Articles of Incorporation of the merged corporation.

ARTICLE III

This Plan and Agreement of Merger shall be effective on December 31, 1996,  
(the "effective date").

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused  
them to be duly executed by their respective authorized officers.

MELBOURNE-NORTH, INC.

Charine Lewis  
CHARINE LEWIS, Secretary

By Joseph J. Marchese  
JOSEPH J. MARCHESO, President  
Date: Dec 17/96

GOLDEN TRIANGLE REALTY, INC.

Morton J. Schlossberg  
MORTON J. SCHLOSSBERG, Secretary

By Harriet Golding  
HARRIET GOLDING, President  
Date: 12/17/96

STATE OF NEW YORK  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by Harriet Golding and  
Morton Schlossberg, the President and Secretary, respectively, of GOLDEN TRIANGLE on  
behalf of said corporation, who is personally known to me ~~or who produced a driver's~~  
~~license as identification~~, this 17 day of December, 1996.

(NOTARY SEAL)

MICHELE SCHLOSSBERG  
Notary Public, State of New York  
No. 018C6030272  
Qualified in New York County  
Commission Expires July 11, 1997

Michele Schlossberg  
Notary Public, State of New York  
Print Name: Michele Schlossberg  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me by  
JOSEPH J. MARCHESO and CHARINE LEWIS, the President and  
Secretary, respectively, of MELBOURNE-NORTH, INC., on behalf of said corporation, who  
is personally known to me or who produced a driver's license as identification, this 18<sup>th</sup>  
day of December, 1996.

(NOTARY SEAL)



KAREN R. KRUG  
My Commission CC564980  
Expires Dec. 04, 1998

Karen R. Krug  
Notary Public, State of FLORIDA  
Print Name: KAREN R. KRUG  
Commission No.: CC564980  
Commission Expires: 12/4/98

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## **PLAN AND AGREEMENT OF MERGER**

**MELBOURNE-NORTH, INC.,**  
*a Florida corporation,*

**INTO**

**GOLDEN TRIANGLE REALTY, INC.**  
*a Florida corporation*  
*(the Survivor)*

Pursuant to Section 607.1101 of the Florida General Corporation Act, Melbourne-North, Inc. ("Melbourne"), a Florida corporation, and Golden Triangle Realty, Inc., a Florida corporation ("the Survivor"), on the unanimous consent of the Directors and Stockholders of both corporations, adopt the following Plan and Agreement of Merger for the purpose of merging Melbourne into Survivor, the latter of which is to survive the merger:

### **WITNESSETH:**

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

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

WHEREAS, Melbourne and the Survivor have agreed that Melbourne shall merge into Survivor upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, Melbourne and the Survivor, agree as follows:

A. Melbourne shall be merged into the Survivor and the Survivor shall continue under the laws of the State of Florida as the surviving corporation as follows:

1. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Survivor shall be as appears in the Articles of Incorporation of the Survivor and/or the most recent Annual Report of the Survivor as on file with the office of the Department of State of Florida as of the effective date of this agreement (the "effective date"), December 31, 1996.

2. The Articles of Incorporation and By-Laws of the Survivor in effect on the effective date shall continue to be the Articles of Incorporation and By-Laws of the Survivor until they shall be altered, amended or repealed.

3. The persons who, on the effective date, constitute the Board of Directors of the Survivor shall be the persons constituting the Board of Directors of the Survivor.

4. The persons who, on the effective date, constitute the officers of the Survivor shall be the persons constituting the officers of the Survivor.

B. When this agreement is approved and filed, the separate existence of Melbourne shall cease, Melbourne shall be merged into the Survivor, and the Survivor shall continue unaffected and unimpaired by the merger and shall possess all of the rights and privileges and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged. The title to any real estate, whether vested by deed or

otherwise in the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of the constituent corporations shall be preserved unimpaired, and all debts, liabilities and duties of the constituent corporations shall then attach to the Survivor and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

C. The manner and basis of converting and exchanging shares of stock of the constituent corporations shall be as follows:

On the effective date, each share of common stock of Melbourne ("Melbourne Stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of such stock, shall be exchanged for \_\_\_\_\_ ( ) shares of the Class B common capital stock of Imperial Sterling, Ltd., a Delaware corporation and the parent of Survivor ("Parent's Stock"). The total number of shares of Parent's Stock exchanged hereunder is forty-seven (47) shares of Parent's Stock.

D. The shares of the Parent's Stock for which shares of Melbourne's Stock shall have been exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares of stock of Melbourne.

E. Melbourne and the Survivor shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

F. Upon the effective date, to-wit: December 31, 1996, the transfer books of Melbourne shall be closed and no transfer of shares of Melbourne's stock shall be made or consummated thereafter.

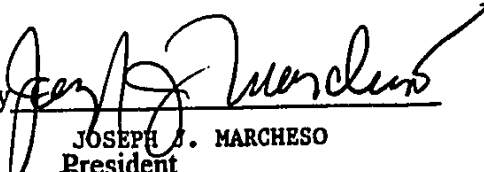
G. The Survivor shall pay all expenses incurred in connection with the transactions contemplated by this agreement.

H. This Plan and Agreement of Merger shall not be valid unless approved by all Directors and all stockholders of Melbourne and Survivor.


I. This agreement is made pursuant to and shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations, Melbourne and the Survivor, acting through their duly authorized officers, have signed this Plan and Agreement of Merger which is effective as of December 31, 1996 (the "Effective Date").

MELBOURNE-NORTH, INC.

By   
JOSEPH J. MARCHESO  
President  
Date: Dec 18, 1996  
G:\USERS\ATTY\JBMA176254\MERGE-96\MEL-GOLD.MRG

GOLDEN TRIANGLE, INC.

By   
Harriet Golding  
President  
Date: 12/17/96