

# P02000019891

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## MERGER OR SHARE EXCHANGE

CARROLL PROPERTIES 2216, INC.

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**ARTICLES OF MERGER  
of  
CARROLL PROPERTIES 3061, INC.,  
a Florida corporation**

**with and into**

**CARROLL PROPERTIES 2216, INC.,  
a Florida corporation**

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Business Corporation Act:

1. The names of the merging parties are CARROLL PROPERTIES 3061, INC., a Florida corporation, filed under document number P02000022297 (the "Merging Entity"), and CARROLL PROPERTIES 2216, INC., a Florida corporation, filed under document number P02000019891 (the "Surviving Entity").

2. The Merging Entity is hereby merged with and into the Surviving Entity in accordance with Section 607.1105 of the Florida Business Corporation Act, with the Surviving Entity being the surviving corporation of the merger.

3. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A (the "Plan of Merger") and made a part hereof by reference as if fully set forth herein.

4. The Plan of Merger was approved by the Shareholders and the Board of Directors of the Merging Entity by joint unanimous written consent in accordance with the applicable provisions of the Florida Business Corporation Act.

5. The Plan of Merger was approved by the Shareholders and the Board of Directors of the Surviving Entity by joint unanimous written consent in accordance with the applicable provisions of the Florida Business Corporation Act.

6. The effective date of the merger is the date of filing of these Articles of Merger with the Department of State of the State of Florida.

*[Signatures on following page]*


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The undersigned have caused these Articles of Merger to be executed on the 16<sup>th</sup> day of August, 2007.

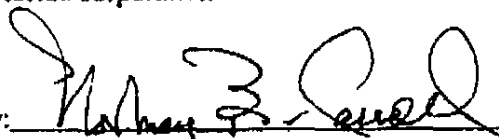
**MERGING ENTITY:**

CARROLL PROPERTIES 3061, INC.  
a Florida corporation

By:   
Name: Norman B. Carroll  
Title: President

**SURVIVING ENTITY:**

CARROLL PROPERTIES 2216, INC.,  
a Florida corporation

By:   
Name: Norman B. Carroll  
Title: President

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**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

See attached.

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 16<sup>th</sup> day of August, 2007, by and between CARROLL PROPERTIES 3061, INC., a Florida corporation (the "Merging Entity"), and CARROLL PROPERTIES 2216, INC., a Florida corporation (the "Surviving Entity").

**WITNESSETH:**

**WHEREAS**, the Merging Entity is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

**WHEREAS**, the Surviving Entity is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

**WHEREAS**, pursuant to duly authorized action by the Shareholders and the Board of Directors of the Merging Entity and by the Shareholders and the Board of Directors of the Surviving Entity, the Merging Entity and the Surviving Entity 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 the applicable provisions of Florida law.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. **MERGER**. At the Effective Time (as herein defined), the Merging Entity shall be merged with and into the Surviving Entity upon the terms and conditions set forth in this Agreement.
2. **SURVIVING ENTITY**. At the Effective Time:
  - (a) The Surviving Entity shall be the surviving entity of the Merger and shall continue to exist as a corporation under and be governed by the laws of the State of Florida, with all of the rights and obligations as are provided by Florida law; and
  - (b) The Merging Entity shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.
3. **CHARTER DOCUMENTS**. At the Effective Time:
  - (a) The Articles of Incorporation of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Entity;
  - (b) The Bylaws of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Entity; and

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(c) The Officers and Directors of the Surviving Entity immediately prior to the Effective Time shall be the Officers and Directors of the Surviving Entity, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

4. MANNER AND BASIS OF CONVERTING SHARES. At the Effective Time: (a) all of the issued and outstanding shares of the Merging Entity and any rights to acquire interests, obligations or other securities of the Merging Entity shall be surrendered to the Surviving Entity and canceled, and no shares of capital stock or other securities of the Surviving Entity or cash or other property will be issued in exchange therefor or in respect thereof; and (b) all of the issued and outstanding shares of capital stock of the Surviving Entity shall remain outstanding, and the current shareholders of the Surviving Entity shall continue to own the same number, proportion and type of shares of capital stock of the Surviving Entity as such current shareholders owned prior to the Effective Time.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and adopted and/or approved by the Shareholders and the Board of Directors of the Merging Entity and by the Shareholders and the Board of Directors of the Surviving Entity. Any Officer of the Merging Entity (acting by and through its Officers) and any Officer of the Surviving Entity shall be, and hereby is, 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 TIME OF MERGER. The Merger shall be effective at the time of filing of the Articles of Merger with respect to the Merger with the Office of the Secretary of State of the State of Florida (the "Effective Time").

7. MISCELLANEOUS.

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

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto, the Shareholders of the Merging Entity and the Shareholders of the Surviving Entity, and no person or entity 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 modification.

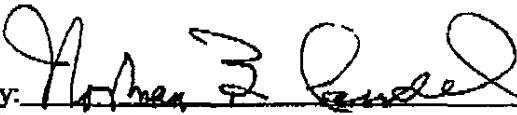
(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

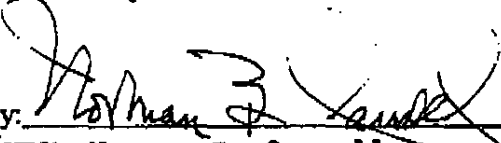
**MERGING ENTITY:**

CARROLL PROPERTIES 3061, INC.  
a Florida corporation

By:   
Name: Norman B. Carroll  
Title: President

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