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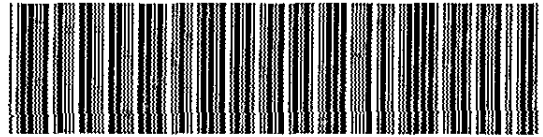
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merger

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FILED
03 MAY -6 PM 2:10
TALLAHASSEE, FLORIDA

AR
5/15/03

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: E & C DEVELOPMENT, INC
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Clint Tankoe

(Name of person)

(Name of firm/company)

4840 NE 28th Avenue

(Address)

Fort Lauderdale FL 33308-4825

(City/state and zip code)

For further information concerning this matter, please call:

Clint Tankoe

(Name of person)

at (954) 772-7189

(Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

35.00
35.00
8.75
78.75

ARTICLES OF MERGER OF
E&C DEVELOPMENT, INC. (a Louisiana corporation)
WITH AND INTO
E&C DEVELOPMENT, INC. (a Florida corporation)

FILED
03 MAY -6 PM 2:10
TALLAHASSEE, FLORIDA

The undersigned corporations, in accordance with Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, hereby adopt the following ARTICLES OF MERGER:

The parties to these Articles of Merger are E&C Development, Inc., a Louisiana corporation, and E&C Development, Inc., ("Florida"), a Florida corporation.

Article 1. Plan of Merger: The AGREEMENT AND PLAN OF MERGER OF E&C DEVELOPMENT, INC. (a Louisiana corporation) WITH AND INTO E&C DEVELOPMENT, INC. (a Florida corporation), (the "AGREEMENT AND PLAN OF MERGER"), is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

Article 2. Effective Date: The effective date of this merger is the date these Articles of Merger are filed with the Secretary of State for Florida.

Article 3. Date of Adoption: The Plan of Merger was unanimously adopted by written consent of all the shareholders of Louisiana on April 15, 2003, and was unanimously adopted by written consent of all the shareholders of Florida on April 16, 2003.

Dated: This 15 day of April, 2003.

E&C DEVELOPMENT, INC.
(a Louisiana corporation)

By: 
President

E&C DEVELOPMENT, INC.
(a Florida corporation)

By: _____
President

AGREEMENT AND PLAN OF MERGER OF
E&C DEVELOPMENT, INC. (A Louisiana Corporation)
WITH AND INTO
E&C DEVELOPMENT, INC. (A Florida Corporation)

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of April 15, 2003, by and between E&C DEVELOPMENT, INC. ("Louisiana"), a corporation organized and existing under the laws of the State of Louisiana (Louisiana being hereinafter sometimes referred to as the "Merging Corporation") and E&C DEVELOPMENT, INC. ("Florida"), a corporation organized and existing under the laws of the State of Florida (Florida being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations."

WHEREAS:

- a. The Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that Louisiana change its place of corporate organization from the state of Louisiana to the state of Florida by Louisiana merging with and into Florida, with Florida being the Surviving Corporation, under and pursuant to the laws of the States of Florida and Louisiana and on the terms and conditions set forth herein;
- b. The authorized capital stock of Louisiana consists of 50,000 shares of Common Stock with no par value, of which 30,000 shares are issued and outstanding;
- c. The authorized capital stock of Florida consists of 100 shares of Common Stock with no par value, 100 shares of which are issued and outstanding; and
- d. The respective Boards of Directors and shareholders of Louisiana and Florida have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW THEREFORE, the parties hereto agree as follows

ARTICLE I

MERGER

1.1 Louisiana shall be merged with and into Florida in accordance with the laws of the States of Florida and Louisiana. The separate corporate existence of Louisiana shall thereby cease, and Florida shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall continue to be "E&C Development, Inc."

1.3 On the Effective Date (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Date the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Date, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on the date articles and certificates of merger are filed with the Secretary of State for the State of Florida and of the Secretary of State for the State of Louisiana. The time and date of such effectiveness is referred to in this Agreement as the "Effective Date."

2.2 Prior to the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving

Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

ARTICLES AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of Louisiana, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation, until changed or amended as provided by law, except that: (1) Article IV shall be changed to provide that the authorized capital stock shall be 100 shares of Common Stock of no par value, and (2) Article VI shall be changed to provide for one director.

3.2 The Bylaws of Florida, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger, except as provided for in Section 3.1.

3.3 The persons who are the Directors and officers of Florida immediately prior to the Effective Date shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding 100 shares of no par value common stock.

4.2 The Merging Corporation presently has issued and outstanding 30,000 shares of no par value common stock.

4.3 At the Effective Date, each issued and outstanding share of Louisiana common stock held by the sole shareholder of Louisiana shall, by virtue of the merger, cease to exist and be canceled and no cash or securities or other property shall be issued or paid in respect thereof.

4.4 Each certificate evidencing ownership of shares of Florida, which is issued and outstanding on the Effective Date, shall continue to evidence ownership of the same number of shares of Florida.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida and of the Secretary of State of Louisiana of the necessary Articles and Certificate of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.


5.2 The Shareholders of Louisiana dissenting to the Agreement and Plan shall be entitled, pursuant to Section 12.140.2 of the Louisiana Revised Statutes, to be paid the fair value of their shares upon compliance with such statutory section.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

E&C DEVELOPMENT, INC.
(a Louisiana corporation)

By: 
President

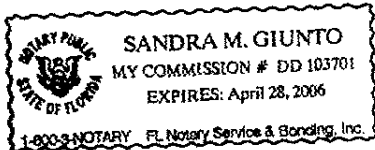
ATTEST:


Secretary

STATE OF FLORIDA

COUNTY OF Blount

The foregoing instrument was acknowledged before me this 15th day of April 2003, by Christian F. Rosenberg, President, of E&C Development, Inc., a Louisiana corporation, on behalf of the corporation, and who is personally known to me or has produced _____ as identification.



Sandra M. Giunto
Notary Signature

Print Name: Sandra M. Giunto

I, the undersigned Secretary of E&C Development, Inc., a Louisiana corporation, hereby certify that the foregoing agreement and plan of merger has been approved by the shareholders of E&C Development, Inc., a Louisiana corporation, as provided in Section 12.112 of the Louisiana Business Corporation Law.

Christian F. Rosenberg
Christian F. Rosenberg

E&C DEVELOPMENT, INC.
(a Florida corporation)

By: Christian F. Rosenberg
President

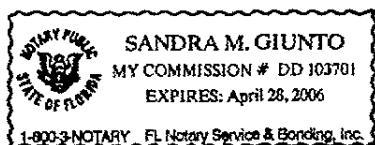
ATTEST:

Christian F. Rosenberg
Secretary

STATE OF FLORIDA

COUNTY OF Browards

The foregoing instrument was acknowledged before me this 15th day of April, 2003, by Christian Rosenberg, President, of E&C Development, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or has produced _____ as identification.



Sandra M. Giunto

Notary Signature

Print Name: Sandra M. Giunto

I, the undersigned Secretary of E&C Development, Inc., a Florida corporation, hereby certify that the foregoing agreement and plan of merger has been approved by the shareholders of E&C Development, Inc., a Florida, as provided in Sections 607.1101, 607.1103, and 607.1107 of the Florida Business Corporation Act.

Christian F. Rosenberg