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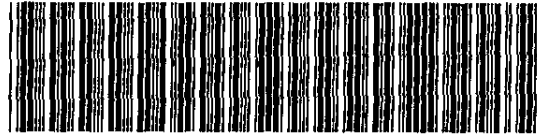
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2003 DEC 31 PM 2:54

Merger
LTD
1-22-04

LAW OFFICES
STEIN, ROSENBERG & STEIN
Professional Association
SEVENTH FLOOR
4875 NORTH FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA 33308

JACK STEIN
ARTHUR R. ROSENBERG
CRAIG D. STEIN
BARRY M. STANDIG
PATRIZIA M. SALVAGGIO

OF COUNSEL:
KURT D. ZIMMERMAN, P.A.
HAROLD S. BOFSHEVER

January 21, 2004

(954) 772-5151
FAX (954) 772-4224

FEDERAL EXPRESS

Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

ATTN: MS. LOUISE JACKSON

RE: Augusta Business Center, Inc./Phoenix Commercial
Development, Inc.

Dear Ms. Jackson:

Enclosed herein please find the Articles of Merger you had requested with regard to the above referenced matter.

Very truly yours,

Arthur R. Rosenberg

ARTHUR R. ROSENBERG

ARR/jc
Enclosure

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HAROLD S. BOFSHEVER

December 30, 2003

(954) 772-5151
FAX (954) 772-4224

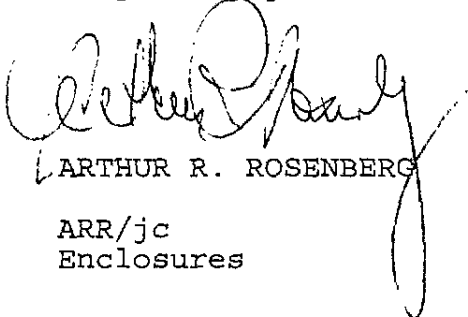
Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

RE: Augusta Business Center, Inc./Phoenix Commercial
Development, Inc.

Gentlemen:

Enclosed please find this firm's check in the amount of \$78.75 along with Articles of Merger and Plan of Merger in connection with the above referenced matter. Please forward a certified copy of the Merger to my office in the self-addressed envelope that I have provided herein for your convenience.

Very truly yours,



ARTHUR R. ROSENBERG

ARR/jc
Enclosures

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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ARTICLES OF MERGER
OF
PHOENIX COMMERCIAL DEVELOPMENT, INC.
AND
PHOENIX COMMERCIAL DEVELOPMENT, INC.

The corporations hereinafter named do hereby adopt the following Articles of Merger.

1. The names of the merging corporations are Phoenix Commercial Development, Inc., which is a business corporation organized under the laws of the State of Georgia, ("PCD"), and Phoenix Commercial Development, Inc which is a business corporation organized under the laws of the State of Florida ("PCD-Florida").

2. The Plan of Merger is attached hereto as Exhibit "A".

3. PCD-Florida will continue its existence as the surviving corporation under the name PHOENIX COMMERCIAL DEVELOPMENT, INC., pursuant to the provisions of the laws of the State of Florida.

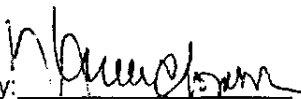
4. The Merger is effective immediately.

5. The Plan of Merger was unanimously adopted by the shareholders of the PCD on December 10, 2003.

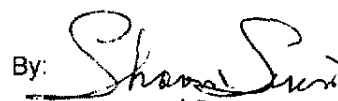
6. The Plan of Merger was unanimously adopted by the shareholders of the PCD-Florida on December 10, 2003.

PHOENIX COMMERCIAL DEVELOPMENT,
INC.
A GEORGIA CORPORATION

Attested by:

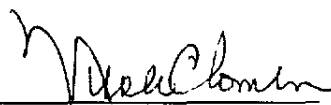

Its Secretary

By:

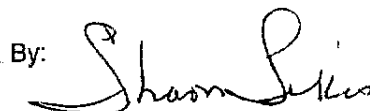

President, Sharon Sikes

PHOENIX COMMERCIAL DEVELOPMENT,
INC.
A FLORIDA CORPORATION

Attested by:


Its Secretary

By:


President, Sharon Sikes

Agreement of Merger and Plan of Reorganization

Agreement of Merger and Plan of Reorganization dated 12/10/03 by and between PHOENIX COMMERCIAL DEVELOPMENT, INC., a Georgia corporation (hereinafter called "PCD - Georgia") and PHOENIX COMMERCIAL DEVELOPMENT, INC., a Florida corporation (hereinafter called "PCD - Florida").

WITNESSETH

Whereas, the Board of Directors of PCD - Georgia and PCD -Florida have resolved that PCD - Georgia be merged and pursuant to the laws of the State of Georgia and the laws of the State of Florida into a single corporation existing under the laws of the State of Florida, to wit, PCD - Florida, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

Whereas, the authorized capital stock of PCD -Georgia consists of 100,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "PCD - Georgia Common Stock"), of which 500 shares are issued and outstanding;

Whereas, the authorized capital stock of PCD - Florida consists of 100,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "PCD - Florida Common Stock"), 3 shares of which are issued and outstanding; and

Whereas, the respective Boards of Directors of PCD - Georgia and PCD - Florida have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the laws of the State of Florida and the laws of the State of Georgia that PCD - Georgia shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Florida, to wit, PCD - Florida, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; filings; Effects of Merger

1.1 PCD - Georgia Stockholders' Meeting. PCD - Georgia shall call a meeting of its stockholders to be held in accordance with the laws of the State of Georgia at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by PCD - Georgia as Sole Stockholder of PCD -Florida. On or before

_____, PCD - Georgia, as the sole stockholder of PCD - Florida, shall adopt this Agreement in accordance with the laws of the State of Florida.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of PCD - Georgia in accordance with the laws of the State of Georgia, (b) this Agreement has been adopted by PCD - Georgia as the sole stockholder of PCD - Florida, in accordance with the laws of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the laws of the State of Florida and Articles of Merger shall be filed in accordance with the laws of the State of Georgia. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in the State of Florida, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of PCD - Georgia shall cease, and PCD - Georgia shall be merged into PCD - Florida which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of PCD - Georgia; and all and singular, the rights, privileges, powers, and franchises of PCD - Georgia, and all property, real, personal, and mixed, and all debts due to PCD - Georgia on whatever account, as well for stock subscriptions and all other things in action belonging to PCD - Georgia, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of PCD - Georgia, and the title to any real estate vested by deed or otherwise, under the laws of Georgia or Florida or any other jurisdiction, in PCD - Georgia, shall not revert to be in any way impaired; but all rights of creditors and all liens upon any property of PCD - Georgia shall be preserved unimpaired, and all debts, liabilities, and duties of PCD - Georgia shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of PCD - Georgia to the corresponding officers of the Surviving Corporation may, in the name of PCD - Georgia, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all PCD - Georgia's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be PHOENIX COMMERCIAL DEVELOPMENT, INC.

2.2 Certificate of Incorporation. The Certificate of Incorporation of PCD - Florida as in effect on the date hereof shall from and after Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by

law.

2.3 By-Laws. The By-Laws of PCD - Florida, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities

The Manner and basis of converting the shares of the capital stock of PCD - Georgia and the nature and amount of securities of PCD - Florida which the holders of shares of PCD - Georgia Common Stock are to receive in exchange for such shares are as follows:

3.1 PCD - Georgia Common Stock. Each one share of PCD - Georgia Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of PCD - Florida Common Stock, and outstanding certificates representing shares of PCD - Georgia Common Stock shall thereafter represent shares of PCD - Florida Common Stock. Such Certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

3.2 PCD - Florida Common Stock Held by PCD - Georgia. All issued and outstanding shares of PCD - Florida Common Stock held by PCD - Georgia immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger of the shareholders of PCD - Georgia, if the Board of Directors of PCD - Georgia or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, by number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by PCD - Georgia and PCD - Florida, Inc. all on the date first above written.

ATTEST:



Secretary

PHOENIX COMMERCIAL DEVELOPMENT, INC.

By: 

President


(SEAL)

ATTEST:



Secretary

PHOENIX COMMERCIAL DEVELOPMENT, INC.

By: 

President

(SEAL)