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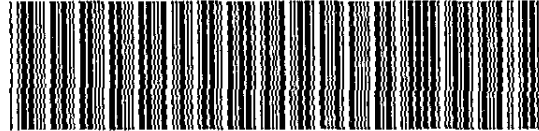
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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 415600 4311473
AUTHORIZATION : *Patricia Pigute*
COST LIMIT : \$ 68.75

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04 JAN 29 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : January 29, 2004

ORDER TIME : 10:06 AM

ORDER NO. : 415600-005

CUSTOMER NO: 4311473

CUSTOMER: Ms. Jackie Gerstenfeld
Stearns Weaver Miller
Suite 2200, Museum Tower
150 West Flagler Street
Miami, FL 33130

ARTICLES OF MERGER

NORCAR HOSPITALITY, LLC

INTO

NC HOSPITALITY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Susie Knight EX 2956
EXAMINER'S INITIALS: _____

ARTICLES OF MERGER OF
NORCAR HOSPITALITY, LLC
WITH AND INTO
NC HOSPITALITY, INC.

04 JAN 2004
FILED
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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Company Act, NC HOSPITALITY, INC., a Florida corporation, as the surviving entity in a merger and NORCAR HOSPITALITY, LLC, a Florida limited liability company, as the merging entity in a merger, hereby submit the following Articles of Merger:

1. **Parties to the Merger:** The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are NORCAR HOSPITALITY LLC, a Florida limited liability company (the "Merging Entity"), and NC HOSPITALITY, INC., a Florida corporation. The surviving entity in the Merger is NC Hospitality, Inc., a Florida corporation (the "Surviving Entity").

2. **Plan of Merger:** The plan of merger is set forth in an Agreement and Plan of Merger, dated as of January 28, 2004, between the Merging Entity and the Surviving Entity (the "Agreement of Merger"), a copy of which is attached hereto as Exhibit A.

3. **Articles of Incorporation:** The Articles of Incorporation of the Surviving Entity shall continue in full force and effect as the Articles of Incorporation of the surviving corporation, except that the name of the Surviving Entity shall be changed to NORCAR HOSPITALITY, INC.

4. **Approval:** The Agreement of Merger was approved by (a) the Board of Directors and the shareholders of the Surviving Entity in accordance with the applicable provisions of the Florida Business Corporation Act, F.S. Chapter 607, and (b) Members of the Merging Entity in accordance with the applicable provisions of the Florida Limited Liability Company Act, F.S. Chapter 608.

5. **Effective Date:** The Merger shall become effective immediately upon the filing of these Articles of Merger with the Florida Department of State.

Dated the 28th day of January, 2004.

SURVIVING ENTITY:

NC HOSPITALITY, INC.
a Florida corporation

By: _____

Carl Bruggemeier, President

MERGING ENTITY:

NORCAR HOSPITALITY, LLC
a Florida limited liability company

By: _____

Carl Bruggemeier, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this 28th day of January, 2004 by and between NORCOR Hospitality, LLC, a Florida limited liability company with its principal office located at 21 Almeria Avenue, Coral Gables, Florida, 33134 (hereinafter referred to as "NCH LLC"), and NC Hospitality, Inc., a Florida corporation with its principal office located at 21 Almeria Avenue, Coral Gables, Florida 33134 (hereinafter referred to as "NCH INC").

WITNESSETH:

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

WHEREAS, NCH INC 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 Board of Directors and sole shareholder (the "Shareholder") of NCH INC and by the sole Member (the "Member") of NCH LLC, NCH LLC and NCH INC 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 608.438 of the Florida Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act;

NOW THEREFORE, in consideration of the mutual premises herein contained, NCH INC and NCH LLC hereby agree as follows:

1. MERGER. Upon the terms and subject to the conditions set forth herein, at the Effective Time (as defined below) NCH LLC shall be merged with and into NCH INC, as a single and surviving entity, upon the terms and conditions set forth in this Agreement with NCH INC, as the surviving entity of the Merger, continuing its existence under the laws of the State of Florida.

2. EFFECTIVE DATE OF MERGER. The Merger shall be effective immediately upon the filing of the Articles of Merger with the Florida Department of State (the "Effective Time"), and the day on which the Effective Time occurs shall be the Effective Date.

3. **SURVIVING ENTITY.** On and after the Effective Date of the Merger:

(a) NCH INC shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations of such surviving entity as are provided by the Florida Business Corporation Act.

(b) The separate existence of NCH LLC shall cease, and pursuant to the terms and conditions of Section 608.4383(2), Florida Statutes, its property shall become the property of NCH INC.

(c) NCH INC shall, in addition to all rights, privileges, immunities and properties vested in it prior to the Merger, succeed to and possess as a result of the Merger all rights, privileges, powers, immunities, franchises, properties (whether real, personal or mixed, tangible or intangible) and assets, of a public as well as of a private nature of NCH LLC and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in it without further act or deed.

(d) All rights of creditors and all liens upon, or security interests in, any property of NCH LLC shall be preserved unimpaired; NCH INC shall be subject to all of the restrictions, disabilities and duties existing prior to the Merger with respect to it and NCH LLC and all of the debts, liabilities and obligations of NCH LLC shall thereafter attach to and be assumed by NCH INC to the same extent as if said debts, liabilities and obligations had originally been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or lien of any indenture, agreement or other instrument executed or assumed prior to the Merger.

4. **ARTICLES OF INCORPORATION, BYLAWS AND OFFICERS AND DIRECTORS.** The terms and conditions of the Merger are as follows:

(a) The Articles of Incorporation of NCH INC, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the surviving entity until amended in the manner provided by law and said Articles of Incorporation, except that the name of NCH INC shall be changed to "NORCAR HOSPITALITY, INC."

(b) The Bylaws of NCH INC, as in effect immediately prior to the Effective Time, shall be the Bylaws of the surviving entity until amended in the manner provided by law, the Articles of Incorporation of NCH INC and said Bylaws.

(c) The directors of NCH INC immediately prior to the Effective Time shall continue as the directors of the surviving entity until their respective successors have been duly elected and qualified.

(d) The officers of NCH INC immediately prior to the Effective Time shall be the officers of the surviving entity for the full unexpired terms of their respective offices or until their respective successors have been duly appointed.

5. **CONVERSION AND EXCHANGE OF SHARES/MEMBERSHIP INTERESTS UPON THE EFFECTIVE TIME OF MERGER.** The issued and outstanding shares of NCH INC and the issued and outstanding Membership Interest of NCH LLC shall be converted as follows:

(a) Upon the Effective Time, each share of Common Stock, \$0.01 par value, of NCH INC issued and outstanding prior to the Effective Time shall be cancelled and extinguished and shall no longer exist.

(b) Upon the Effective Time, the Membership Interest of NCH LLC outstanding immediately prior to the Effective Time shall cease to be an issued and outstanding membership interest of NCH LLC, and shall become and be converted into 100 shares of Common Stock, \$0.01 par value, of NCH INC, as the surviving entity.

6. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the Board of Directors and sole Shareholder of NCH INC and the sole Members of NCH LLC. Subsequent to the execution of this Agreement by the duly authorized officers of NCH LLC and NCH INC, such officers of NCH LLC and NCH INC 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.

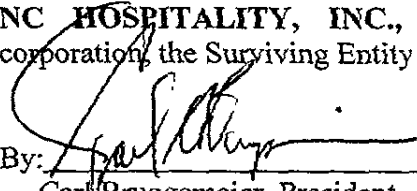
7. **MISCELLANEOUS.**

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

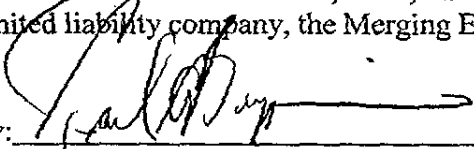
(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the sole Shareholder of NCH INC and the sole Member of NCH LLC, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, NCH INC and NCH LLC have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

NC HOSPITALITY, INC., a Florida corporation, the Surviving Entity

By: 
Carl Bruggemeier, President

NORCAR HOSPITALITY, LLC, a Florida limited liability company, the Merging Entity

By: 
Carl Bruggemeier, President

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