

P06000070708

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H06000138641 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0380

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

SECRETARY OF STATE
TALAHASSEE, FLORIDA

2006 MAY 19 PM 12:21

FILED

RECEIVED

06 MAY 19 AM 8:00

DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

LBT, INC.

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$70.00

60.00

AZH

DIVISION OF CORPORATIONS

06 MAY 19 PM 12:06

RECEIVED

Electronic Filing Menu

Corporate Filing Menu

Help

Please file after (H06000138636 3).

Please give file date of 5/19/06.

70708
P06-1948410

H06000138641 3

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Form/Entity Type
LEDGERBROOK BUSINESS TRUST	MASSACHUSETTS	BUSINESS TRUST
LBT, INC. 104-76708	FLORIDA	CORPORATION

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

Name	Jurisdiction	Form/Entity Type
LBT, INC.	FLORIDA	CORPORATION

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

H06000138641 3

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2006 MAY 19 PM 12:21

FILED

H06000138641 3

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss. 608.4351-608.4359, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

Street address: c/o Nassif Development, L.L.C.

9130 Galleria Court, Suite 316

Naples, FL 34109

Mailing address: c/o Nassif Development, L.L.C.

9130 Galleria Court, Suite 316

Naples, FL 34109

2 of 7

2006 MAY 19 PM 12:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

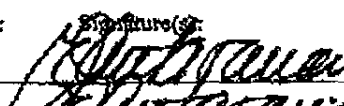
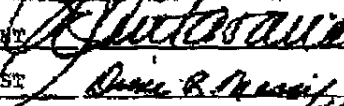
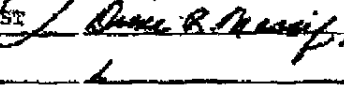
FILED

H06000138641 3

H06000138641 3

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
LNT, INC.		JACK J. ANTARAMIAN
LEDGERBROOK BUSINESS TRUST		JACK J. ANTARAMIAN
LEDGERBROOK BUSINESS TRUST		DIANE R. NASSIF, TRUSTEE

2006 MAY 19 PM 12:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

H06000138641 3

R06000138641 3

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

5 of 7

2006 MAY 19 PM 12: 21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

R06000138641 3

H06000138641 3

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

6 of 7

2006 MAY 19 PM 12: 21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

H06000138641 3

H06000138641 3

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

7 of 7

2006 MAY 19 PM 12:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

H06000138641 3

H06000138641 3

LEDGEBROOK BUSINESS TRUSTAGREEMENT AND PLAN OF REORGANIZATION

This Agreement and Plan of Reorganization (this "Agreement") is dated as of the 18th day of May, 2006, by and between LEDGEBROOK BUSINESS TRUST, a Massachusetts Business Trust (the "TRUST") and LBT, INC., a Florida corporation (the "CORPORATION").

WHEREAS, the trustees and shareholders of the TRUST deem it advisable and in the best interests of the TRUST and the CORPORATION, which is a wholly-owned subsidiary of the TRUST, that the TRUST merge with and into the CORPORATION; and

WHEREAS, the purpose of the reorganization to be effected pursuant to this Agreement is to change the corporate structure of the TRUST from a Massachusetts Business Trust to a corporation to facilitate the distribution of equity interests in the TRUST and certain of its wholly-owned subsidiaries to shareholders of the TRUST; and

WHEREAS, the trustees, shareholders, directors and stockholders, as the case may be, of the parties to this Agreement have approved this Agreement and have authorized its execution;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, each of the parties to this Agreement hereby make, adopt and approve this Agreement and prescribe the terms and conditions of the transactions contemplated hereby, all as set forth as follows:

1. Creation of the Corporation; the Merger. The TRUST (the "MERGING COMPANY") has caused to be formed the CORPORATION (the "SURVIVING COMPANY") as a shell corporation for the purpose of effecting a reorganization described in Internal Revenue Code of 1986 Section 368(a)(1)(F). The TRUST shall merge with and into the CORPORATION, with the CORPORATION being the surviving entity (the "Merger"). The Merger shall be effected pursuant to the provisions of applicable Florida law.

2. Effective Time of the Merger. Subject to the terms and conditions of this Agreement, the Merger shall become effective upon the filing of Articles of Merger with respect to the Merger with the Secretary of State of the State of Florida (the "Effective Time").

3. Surviving Entity. At the Effective Time, the corporate existence of the MERGING COMPANY shall be merged with and into the SURVIVING COMPANY in accordance with applicable Florida law, and the SURVIVING COMPANY shall be the surviving corporate entity and the separate existence of the MERGING COMPANY shall cease. At the Effective Time, the SURVIVING COMPANY shall continue to be a Florida corporation which shall continue in existence and shall continue to conduct its business under its name as set forth in this Agreement.

H06000138641 3

H06000138641 3

4. Articles of Incorporation; Bylaws. The Articles of Incorporation and Bylaws of the SURVIVING COMPANY as in effect immediately prior to the Effective Date shall constitute and shall continue in full force and effect as the Articles of Incorporation and Bylaws of the SURVIVING COMPANY unless and until amended in accordance with applicable Florida law.

5. Purposes of the Surviving Company. The purposes of the SURVIVING COMPANY shall be and remain as set forth in the Articles of Incorporation of the SURVIVING COMPANY, unless and until amended in accordance with Florida law.

6. Directors; Officers. The Directors and Officers of the SURVIVING COMPANY immediately prior to the Effective Time shall, when the Merger becomes effective, constitute the Directors and Officers of and shall hold the same office with, the SURVIVING COMPANY until successors shall have been duly appointed or until the earlier of death, resignation or removal of a Director or Officer.

7. Effect of Merger. At the Effective Date, all of the assets, estate, property, privileges, powers and franchises of the SURVIVING COMPANY and the MERGING COMPANY (the "Constituent Entities") and all of their property, real, personal and mixed, and all the debts due on whatever account to either of them, as well as all other choses in action belonging to either of them, shall be transferred to and vested in the SURVIVING COMPANY without further act or deed. The rights of creditors of the SURVIVING COMPANY and the MERGING COMPANY shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against such entity, or any stockholder, director, officer, member or manager thereof, as applicable, be released or impaired by the Merger. The SURVIVING COMPANY shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the Constituent Entities in the same manner and to the same extent as if the SURVIVING COMPANY had itself incurred such liabilities or obligations. The trustees, shareholders, stockholders, directors and officers, as applicable, of the Constituent Entities of the Merger shall continue to be subject to all the liabilities, claims and demands existing against them as such were in existence at or before the Merger. No action or proceeding then pending before any court or tribunal to which either Constituent Entity is a party, or in which any such trustee, shareholder, stockholder, director or officer, as applicable, is a party, shall abate or be discontinued by reason of the Merger, but any such action or proceeding may be prosecuted to final judgment as though the Merger had not taken place, and the SURVIVING COMPANY may be substituted as a party in place of the MERGING COMPANY by the court in which such action or proceeding is pending.

8. Termination. At any time prior to the Effective Time, either of the Constituent Entities may terminate and abandon this Agreement by giving notice to the other party. In the event of such termination and abandonment, this Agreement shall be null and void and neither of the parties hereto, nor any of their respective trustees, shareholders, stockholders, directors or officers, as applicable, shall be liable with respect to such termination or abandonment.

9. Amendment. The Trustees and Shareholders of the TRUST may amend this Agreement at any time prior to the filing of this Agreement (or one or more certificates in lieu thereof) with the Secretary of State of the State of Florida.

H06000138641 3

R06000138641 3

10. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida applicable to contracts made and to be performed in such jurisdiction, without regard to choice of law or conflict of law principles.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

[Remainder of this page intentionally left blank]

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2006 MAY 19 PM 12:21

FILED

R06000138641 3

H06000138641 3

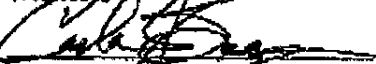
*Signature Page to Agreement and Plan of Reorganization
of Ledgebrook Business Trust*

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement and Plan of Reorganization to be executed by their duly authorized officers and their respective corporate seals to be affixed hereto, all as of the date first above written.

LEDGEBROOK BUSINESS TRUST, a
Massachusetts Business Trust



Witnesses



Witnesses

By: 
Jack J. Antkarnian, Trustee

By: 
Diane R. Naseif, Trustee

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

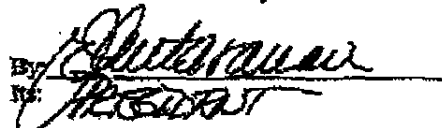

2006 MAY 19 PM 12:21

FILED

LBT, INC., a Florida corporation



Witnesses

By: 
No. 

01010000

H06000138641 3