

P06000082599

Florida Department of State

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MERGER OR SHARE EXCHANGE

CHIQUITA RESTAURANT GROUP

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ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with section 607.1105, Florida Statutes.

ARTICLE I

The surviving corporation is Chiquita Restaurant Group, Inc., a Florida corporation with document number P06000082599.

ARTICLE II

The merging corporation is Caffeine Dreams, Inc., a Florida corporation with document number P06000082612.

ARTICLE III

The Plan of Merger is attached as an Agreement and Plan of Merger dated September ~~30~~ 2009.

ARTICLE IV

The merger shall become effective as of the date of filing with the State of Florida.

ARTICLE V

The Plan of Merger was adopted by the Board of Directors of the surviving corporation on September ~~30~~, 2009.

ARTICLE VI

The Plan of Merger was adopted by the Board of Directors of the merging corporation on September ~~30~~, 2009.

ARTICLE VII


Pursuant to the Bylaws of the merging corporation and the surviving corporation, Shareholder approval is not required for this merger to be effective.


[SIGNATURES TO FOLLOW]

In witness whereof, the undersigned executed the foregoing Articles of Merger this 30 day of September, 2009.

Caffeine Dreams, Inc., a Florida corporation

Chiquita Restaurant Group, Inc., a Florida corporation


Name: Jeffrey S. Gately
Title: President


Name: Jeffrey S. Gately
Title: President

R:\Gately, Jeffrey\Chiquita Restaurant Group, Inc\Articles of Merger.doc

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made as of September 2, 2009 by and among CHIQUITA RESTAURANT GROUP, INC., a Florida corporation ("Surviving Corporation") and CAFFEINE DREAMS, INC., a Florida corporation ("Caffeine Dreams"), collectively referred to herein as the "Parties" and each of them is referred to herein as a "Party."

WITNESSETH:

WHEREAS, the Board of Directors of the Surviving Corporation and Caffeine Dreams have determined that it is desirable and in the best interests of their respective corporations and shareholders that Caffeine Dreams merge with and into the Surviving Corporation (the "Merger") on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, the parties desire to adopt this Agreement as a plan of merger and reorganization, to consummate the Merger in accordance with the applicable laws of the State of Florida and intend that the Merger be in accordance all applicable laws of the state of Florida.

NOW, THEREFORE, in consideration of the premises and representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Merger. The parties agree that Caffeine Dreams shall be merged with and into Surviving Corporation in accordance with the applicable laws of the States of Florida and that the terms and conditions of the Merger and the mode of carrying it into effect shall be as follows:

2. Certain Defined Terms in this Agreement. As used in this Agreement, the following terms shall have the following meanings:

2.1 Best Efforts -- shall mean the efforts that a prudent businessperson desirous of achieving a result would use under similar circumstances to achieve that result.

2.2 Contract -- shall mean any oral or written contact, agreement, license, understanding, commitment or arrangement.

2.3 Contemplated Transactions -- shall mean all of the transactions contemplated by this Agreement, including, but not limited to, the Merger.

2.4 Effective Date -- shall mean the date upon which the Merger is made effective by the filing of the Articles of Merger (as defined herein).

2.5 Financial Statements -- shall mean the balance sheets, statements of income, cash flow and changes in financial position.

2.6 Person -- shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, cooperative, foundation, union, syndicate, league, consortium, coalition, committee, society, firm, company or other enterprise, association, organization or other entity or governmental body.

3. The Merger/General Provisions.

3.1 State Filings. Simultaneously with the execution of this Agreement, the Parties are executing Articles of Merger (the "Articles of Merger") in form for filing with the State of Florida. The parties covenant and agree to promptly submit the Articles of Merger for filing and to take such other actions as may be necessary or appropriate so that the Merger will be effective as promptly as possible.

3.2 Governing Law/Surviving Corporation. The Surviving Corporation shall be a Florida corporation and shall be governed by the applicable laws of the State of Florida.

3.3 Certificate of Incorporation. The Articles of Incorporation of Caffeine Dreams shall not be the Articles of Incorporation of the Surviving Corporation. The Surviving Corporation shall have the right to amend its Articles of Incorporation in accordance with the laws of the State of Florida.

3.4 By-Laws. The by-laws of Caffeine Dreams shall not be the by-laws of the Surviving Corporation from and after the Effective Date (the "By-Laws"). The Surviving Corporation shall have the right to amend its By-Laws in accordance with the laws of the State of Florida. No further amendment to the By-Laws of Caffeine Dreams is to be effected by the Merger.

3.5 Directors and Officers, Continuing Voting Agreement.

3.5.1 Directors. In accordance with the By-Laws, the number of directors constituting the whole board is hereby fixed at three (3). The number of directors may be increased or decreased from time to time in accordance with the By-laws but shall never be less than one (1). From and after the Effective Date, until the election and qualification of their respective successors, the following named individuals shall be the directors of the Surviving Corporation:

Jeffrey S. Gately

Todd Johnson

Ralph Centalanza

3.6 Approval. This Agreement has been unanimously approved by the directors of the Surviving Corporation and Caffeine Dreams, either by properly executed written consents or at properly held meetings called for such purpose. Accordingly, there are no shareholders entitled to appraisal rights or other rights of dissenting shareholders.

3.7 Effect of the Merger. On the Effective Date, the separate existence of Caffeine Dreams shall cease (except insofar as continued by statute), and Caffeine Dreams shall be merged with and into the Surviving Corporation. The Surviving Corporation shall possess all of the rights, privileges, powers and franchises, whether public or private, and be subject to all of the restrictions, disabilities and duties of Caffeine Dreams. All of the property and assets, whether real or personal, tangible or intangible, fixed or contingent or otherwise, of Caffeine Dreams, and all debts due to either of them, shall be transferred to and vest in the Surviving Corporation, without further act or deed. The Surviving Corporation shall from and after the Effective Date be responsible and liable for all of the liabilities and obligations of Caffeine Dreams, and any claim or judgment against either of them may be enforced against the Surviving Corporation.

4. The Merger/Conversion of Shares.

4.1 Conversion. The mode of carrying the Merger into effect and the manner and basis of converting the shares of Caffeine Dreams into shares of the Surviving Corporation are as follows:

4.1.1 Caffeine Dreams /Capital Stock. Each share of capital stock, of Caffeine Dreams ("Caffeine Dreams Capital Stock") which is issued and outstanding on the Effective Date shall remain issued and outstanding and shall continue to constitute one share of Capital Stock of the Surviving Corporation.

4.2 Stock Certificates.

4.2.1 Outstanding Certificates. Notwithstanding section 4.2.2, each certificate evidencing ownership of shares of Capital Stock being continued pursuant to section 4.1.1 shall automatically continue to evidence ownership of the number of shares of Capital Stock being continued. Each certificate evidencing ownership of shares of Capital Stock issued and outstanding on the Effective Date shall automatically evidence ownership of the number of whole shares of Capital Stock into which the shares previously evidenced by such certificate are to be converted.

4.2.2 Exchange of Certificates. On the Effective Date, each holder of any outstanding certificate or certificates previously representing shares of Capital Stock shall surrender the same to the Surviving Corporation and shall receive in exchange a certificate or certificates representing the number of whole shares of Capital Stock into which the shares previously evidenced by such certificate are to be converted. As promptly as practicable after the Effective Date, each holder of any outstanding certificate or certificates representing shares of Capital Stock being continued shall present the same to the Surviving Corporation.

5. Resulting Shareholders' Representations and Warranties. Each director and shareholder of Caffeine Dreams, jointly and severally, represents and warrants to the Surviving Corporation and the Initial Shareholders that the matters set forth below are true, correct and complete in all material respects. These are continuing representations and warranties, and shall survive the consummation of the Contemplated Transactions:

5.1 Company Structure. Caffeine Dreams (1) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; (2) is in good standing and qualified in all states and other jurisdictions where it is doing business as required by law; (3) is not qualified and has not done business as a foreign entity in any other state or other jurisdiction and has not, at any time prior to the date of this Agreement, received any communications from any state or other jurisdiction asserting that its activities require that it be qualified to do business in that state or other jurisdiction; and (4) has received all approvals of Federal, state and local authorities necessary for it to conduct its business as currently being conducted and as presently proposed to be conducted.

5.2 Conduct of Business. Caffeine Dreams has all requisite power and authority to own property and operate a business as and where such is now being conducted. Caffeine Dreams is not a party to, nor subject to, any Contract which will or may restrict the conduct of its business in any jurisdiction or location.

5.3 Authorized, Issued and Outstanding Equity. All issued and outstanding shares are validly issued in accordance with all applicable laws and are fully paid and non-assessable. There are no outstanding subscriptions, offers, options, rights, warrants, convertible securities or other agreements, commitments or contingencies obligating or requiring the issuance of any additional shares or other securities of Caffeine Dreams.

5.4 No Subsidiaries or Affiliates. Caffeine Dreams does not have and never has had any wholly or partly owned subsidiaries, is not and never was a party to any joint venture, partnership (whether general, limited or limited liability) or limited liability company, and does not have and never has had any direct or indirect interest, either by way of stock ownership or otherwise, in any other person, nor are there any outstanding offers by Caffeine Dreams with respect to any such matter.

5.5 No Conflict. The execution and delivery of this Agreement and the Contract and documents to be executed and delivered pursuant to this Agreement in order to consummate the Contemplated Transaction does not and will not on the Effective Date (1) conflict, contravene or violate any provision of the Caffeine Dreams' Organizational Documents or any resolution adopted by the board of directors or shareholders of such entity; (2) result in a breach of any Contract, or constitute a default under or permit the termination of, or cause the acceleration of the maturity of, any of the terms, conditions or provisions of any Contract to which Caffeine Dreams is a party or by which Caffeine Dreams may be bound or affected; (3) violate any statute, law, regulation, judgment, order, writ, injunction, decree or demand of any court or any Federal, state, municipal or other governmental department, commission, board, bureau, or agency; or (4) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever.

5.6 Authorization. The board of directors and the shareholders of Caffeine Dreams have duly authorized and approved the execution, delivery and performance of this Agreement, each Contract and document provided for herein and the Contemplated Transaction, and no other proceedings on the part of such entity is necessary to authorize and approve such execution, delivery and performance. This Agreement has been duly executed and delivered and constitutes the valid and binding agreement of Caffeine Dreams and each party thereto enforceable against each of them in accordance with its terms (except as may be limited by applicable bankruptcy laws or similar laws affecting creditors' rights generally).

5.7 Minute Book, Stock Book, Etc. The minute book for Caffeine Dreams provided to the Surviving Corporation contains true originals or copies of all minutes of meetings of, and actions taken by, the shareholders, the board of directors and all committees of the board of directors of Caffeine Dreams and are reflective of actions taken on those occasions in all material respects. The stock book or other equity ledger of Caffeine Dreams provided to the Surviving Corporation provides a complete and accurate record of the issuance, transfer and holders of all stock or other equity of Caffeine Dreams ever declared, paid, authorized or issued.

5.8 Governmental Authorities. Except for the filing of the Articles of Merger Caffeine Dreams is not required to submit any notice, report or other filing to any governmental or regulatory authority in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby. No consent, approval or authorization of any governmental or regulatory authority is required to be obtained in connection with the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions.

6. Documents Being Delivered.

6.1 By or on Behalf of Caffeine Dreams. Simultaneously with the execution and delivery of this Agreement, the following items to be delivered to the Surviving Corporation (each of which is hereby represented to be accurate):

6.1.1 The Consents, if any.

6.1.2 A currently dated aged schedule of accounts receivable, if any.

6.1.3 A currently dated aged schedule of accounts payable, if any.

6.1.4 Stock certificates representing the issued and outstanding shares of Caffeine Dreams duly endorsed for transfer in accordance with this Agreement.

6.1.5 Caffeine Dreams' original minute book, stock transfer ledger, stock certificate book and corporate seal.

7. Miscellaneous.

7.1 Notices. Any notice or other communication given or made pursuant to this Agreement must be in writing and shall be delivered to the party to whom intended by personal delivery, by telecopier, by nationally recognized courier (Federal Express, Express Mail, DHL, etc.) or by certified or registered mail, postage prepaid, and shall be deemed given when personally delivered or sent by telecopier or two (2) business days after deposit with a courier or five (5) business days after mailing.

7.2 Entire Agreement. This Agreement represents the entire agreement among the parties regarding the subject matter hereof and supersedes in all respects any and all prior oral or written agreements or understandings among them pertaining to the subject matter of this Agreement. There are no representations, warranties or covenants among the parties with respect to the subject matter of this Agreement, except as set forth in this Agreement. This Agreement cannot be modified or terminated, nor may any of its provisions be waived, except by a written instrument signed by the party(ies) against which enforcement is sought. Any waiver by any party of the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver thereof for the future, but shall be considered a waiver only in the particular instance, for the particular purpose, and at the time when and for which it is given.

7.3 Governing Law. This Agreement has been made and entered into in the State of Florida and shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

7.4 Successors; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors, assigns, heirs, legatees, executors, administrators and legal representatives ("Successors") and any Successor shall be deemed a party to this Agreement upon such Successor's receipt of any interest in this Agreement. Whenever a party is referred to in this Agreement, such reference shall include reference to such party's Successors.

7.5 Captions. Headings contained in this Agreement have been inserted for reference purposes only and shall not be considered part of this Agreement in construing this Agreement.

7.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

7.7 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.

7.8 Terminology. Unless the context clearly indicates otherwise, terms used in this Agreement in the masculine, feminine or neuter include the others, terms used in the singular include the plural and terms used in the plural include the singular.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties as of the date stated at the beginning of this Agreement.

Caffeine Dreams, Inc., a Florida corporation


Name: Jeffrey S. Gately
Title: President

Chiquita Restaurant Group, Inc., a Florida corporation


Name: Jeffrey S. Gately
Title: President

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**Amendment to Marina South Retail Complex Lease dated November 17, 2006
For Chiquita Restaurant Group, Inc. d/b/a the Joint at Cape Harbour**

Effective September 28, 2009 the parties agree to modify the existing lease to establish an area in which the "The Joint" may allow its patrons to consume alcoholic beverages.

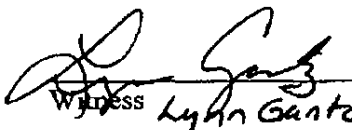
Attached is Exhibit "A" which demarks the area within the non exclusive common area owned by the Landlord in which consumption on premise will be permitted.


All other provisions of the existing lease remain in effect.

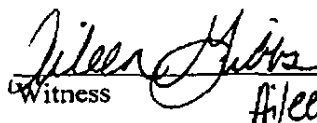
 9/28/09
Witness Lynn Gantz Date

 9/28/09
Craig Dearden Date
Chief Financial Officer/
Chief Operating Officer

 9/28/09
Witness Aileen Gibbs Date

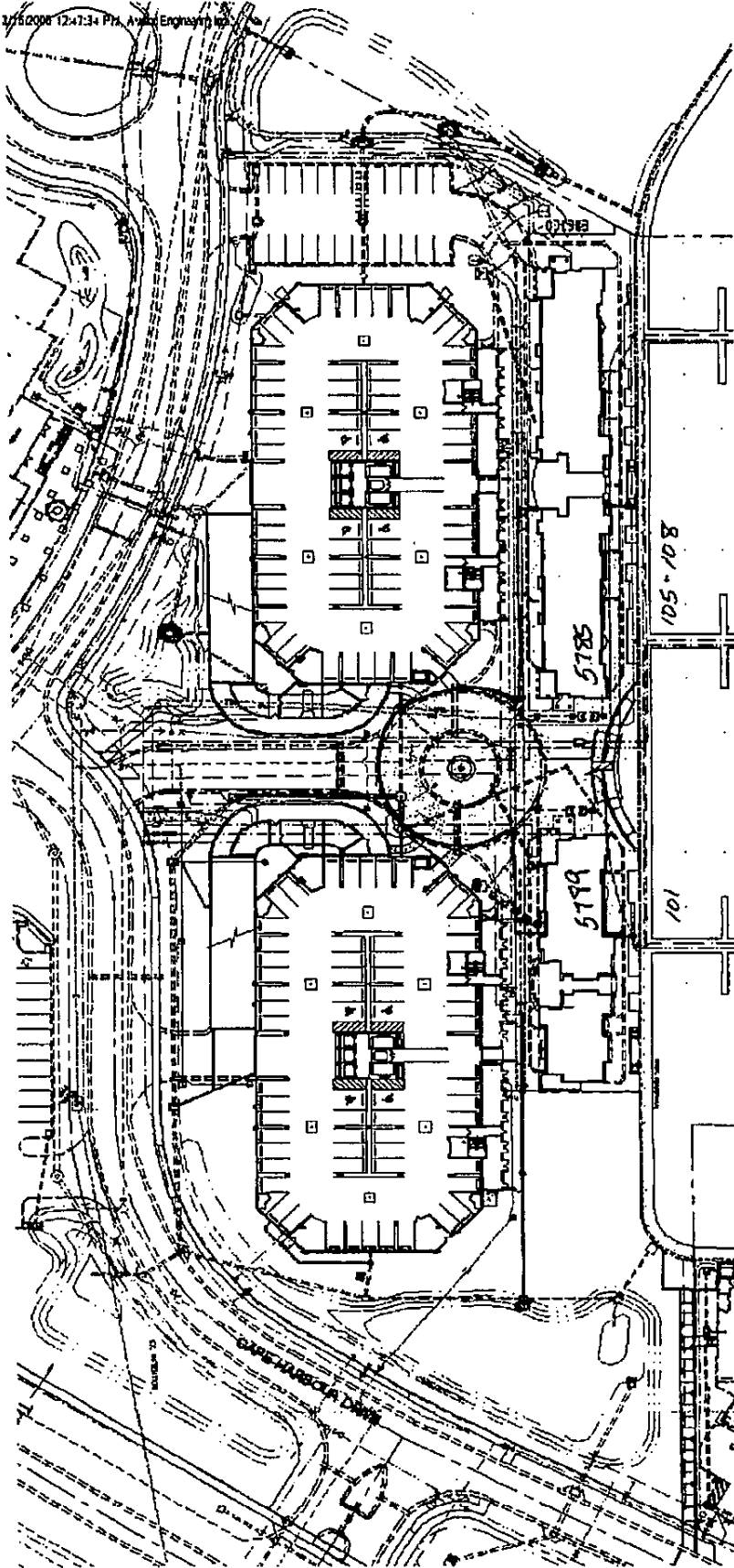
 9/28/09
Witness Lynn Gantz Date

 9-28-09
Jeff S Gately Date
President

 9/28/09
Witness Aileen Gibbs Date

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EXHIBIT "A"



TENANT'S
INITIALS
HANDLED
INITIAL

consumption of premise area