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(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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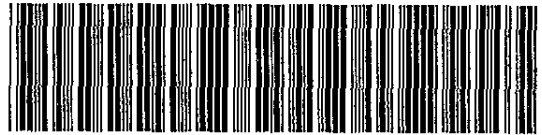
(Business Entity Name)

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05 JUL 19 PM 1:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Handwritten signature
7/21

JPL PROPERTIES, INC.

**2934 Westgate Avenue
West Palm Beach, FL 33409
Phone (561) 624-1936
Fax (561) 682-9887**

July 13, 2005

Florida Division of Corporations
P. O. Box 6198
Tallahassee, FL 32314

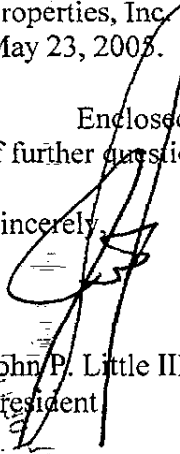
Re: Merger

Dear Sir / Madam:

Affordable Plumbing Services, Inc. has merged into JPL Properties, Inc. JPL Properties, Inc. will be the surviving corporation and this merger has taken effect on May 23, 2005.

Enclosed is a check in the amount of \$70.00, representing \$35.00 for each entity. If further questions should arise please do not hesitate to contact me at the above number.

Sincerely,


John P. Little III
President

**ARTICLES OF MERGER
OF
AFFORDABLE PLUMBING SERVICES, INC.
(A Florida Corporation)
WITH and INTO
JPL PROPERTIES, INC.
(A Florida Corporation)**

FILED
05 JUL 19 PM 1:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JPL Properties, Inc. a corporation organized and existing under the laws of the State of Florida (MIV), does hereby certify:

FIRST: Pursuant to Plan of Merger (attached as "Attachment "A") and upon the execution of these Articles of Merger, Affordable Plumbing Services, Inc. a Florida corporation shall be merged with and into JPL Properties, Inc. (the "Merger"), with JPL Properties, Inc. being, the surviving corporation in the Merger.

SECOND: The Plan of Merger has been approved by written consent of the sole shareholder of Affordable Plumbing Services, Inc. effective on August 23, 1999 in accordance with Section 607.0704 of the Florida 1989 Business Corporation Act.

THIRD: The Plan of Merger has been approved by written consent of the sole shareholder of JPL Properties, Inc. effective on May 23, 2005, in accordance with Section 607.0704 of the Florida 1989 Business Corporation Act.

FOURTH: These Articles of Merger are effective upon its execution.

IN WITNESS WHEREOF, Affordable Plumbing Services, Inc. and JPL Properties, Inc. have caused these Articles of Merger to be executed by the undersigned, on this the 23 day of May 2005

ATTEST:

BY: _____

John P. Little III
Secretary

ATTEST:

BY: _____

John P. Little III
Secretary

Affordable Plumbing Services, Inc.
A Florida Corporation

BY: _____

John P. Little III
President

JPL Properties, Inc.
A Florida Corporation

BY: _____

John P. Little III
President

**PLAN OF MERGER
OF
AFFORDABLE PLUMBING SERVICES, INC.
(A Florida Corporation)
WITH and INTO
JPL PROPERITES, INC
(A Florida Corporation)**

Pursuant to Section 607.1101 of the Florida 1989 Business Corporation Act, the following constitutes, a Plan of Merger regarding the merger of the Affordable Plumbing Services, Inc., a Florida Corporation (the "Disappearing, Corporation") with and into JPL Properties, Inc., a Florida Corporation (the "Surviving Corporation").

1. The Disappearing Corporation shall be merged with and into the Surviving Corporation, which shall continue as the Surviving Corporation under the laws of the State of Florida (the "Merger"). The terms and condition of the Merger, the mode of carrying the same into effect, the manner of converting the shares of capital stock of the Disappearing Corporation into shares of the capital stock of the Surviving Corporation and all other provisions deemed desirable in connection therewith are set forth in this Plan of Merger.
2. This transaction is intended to qualify as a Section 368 (a)(1)(F) reorganization pursuant to the Internal Revenue Code of 1986, as amended.
3. The corporate existence, registered office in Florida, Articles of Incorporation and bylaws of the Surviving Corporation shall be unaffected by the merger.
4. The Effective Date shall be the time which the Certificated of Merger is signed by the respective authorized officers of the corporations.
5. The directors and officers of the Surviving Corporation shall, upon the Effective Date, continue to serve as directors and officers of the Surviving Corporation until successors are elected and shall qualify. If by reason of death of otherwise, any such person on the Effective Date cannot or will not act as a director or officer, the vacancy thereby created. Will be filled after the Merger becomes effective in accordance with the bylaws of the Surviving Corporation.
6. The Merger shall not affect the issued or outstanding shares of capital stock of the Surviving Corporation and the number of authorized shares of the Surviving Corporation shall be unaffected by the merger.
7. The designation and number of outstanding shares of each class of stock of each corporation which is a party to the Merger is as follows:
The Surviving Corporation has one hundred (100) outstanding shares of common stock.

The Disappearing Corporation has one hundred (100) outstanding shares of common stock.

8. On the Effective Date, each ten issued and outstanding shares of capital stock of the Disappearing Corporation shall be converted into one share of common capital stock of the Surviving Corporation.
9. On the Effective Date or as promptly thereafter as possible, the holders of certificates which therefore represented issued and outstanding shares of the capital stock of the Disappearing Corporation shall surrender all such certificates to the Surviving Corporation for cancellation and upon such surrender shall receive in exchange therefore certificates representing the number of shares of common capital stock of the Surviving Corporation into which the same shall have been converted as set forth above. All shares of common capital stock of the Surviving Corporation so issued shall be deemed to be duly and validly issued, fully paid and non-assessable.
10. On the Effective Date, the stock transfer books of the Disappearing Corporation shall be and shall be deemed to be closed and no transfer of shares of the capital stock of the Disappearing Corporation shall thereafter be made, effected or consummated.
11. At the Effective Date, (a) the separated existence of the Disappearing Corporation shall cease; (b) the Surviving Corporation shall possess all the rights, privileges, powers and franchises of the Disappearing Corporation; (c) all the property, real, personal, mixed and franchises of the Disappearing Corporation and all debts due on whatever account to it, including any subscriptions to any of its shares and all other choses in action belonging to it, shall be taken and deemed to be transferred to and vested in the Surviving Corporation by operation of law and without further acts or deeds; (d) all such rights, privileges, powers and franchise, and all and every other interest of Disappearing Corporation shall be thereafter the property of the Surviving Corporation shall be thereafter the property of Surviving Corporation as they were of the Disappearing Corporation; (e) the title to and interest in any real estate vested by deed, lease or otherwise in the Disappearing Corporation shall not revert or be impaired; (f) the Surviving Corporation shall be responsible for all the liabilities and obligations of the Disappearing Corporation, but the liabilities of the Disappearing Corporation, or its shareholders, directors or officers shall not be affected by the merger, nor shall the rights of the Disappearing Corporations, the officers and directors of the Disappearing Corporation; and (g) at the expense of the Surviving Corporation, the officers or directors of the Disappearing Corporation shall execute and deliver all such instruments and take all such 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 properties, assets, rights, privileges and franchises and otherwise to carry out the purposes of this Plan of Merger.
12. This Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after the approval thereof by the shareholders or the board of directors of the Disappearing Corporation or the Surviving Corporation. In the event of such termination, written notice thereof shall forthwith be given by the terminating party to the other. Any such termination shall be without liability on the part of either of the parties, each of which shall bear its own expenses separately incurred in connection herewith, or of its directors, officers or shareholders in connection with this Plan of Merger.

IN WITNESS WHEREOF, Affordable Plumbing Services, Inc. and JPL Properties Inc. have caused these Articles of Merger to be executed by the undersigned, on this the 23rd day of August, 1999.

ATTEST:

BY: _____

John P. Little III
Secretary

ATTEST:

BY: _____

John P. Little III
Secretary

Affordable Plumbing Services, Inc.
A Florida Corporation

BY: _____

John P. Little III
President

JPL Properties, Inc.
A Florida Corporation

BY: _____

John P. Little III
President