

FROM ESC

(THU) MAY 2 2002 9:13/ST. 9:12/NO. 6308461440 P 1

P95000022080

Florida Department of State
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02 MAY -2 AM 9:20
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ALLIANCE FOR FLORIDA

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**MERGER OR SHARE EXCHANGE
INTERNATIONAL & REPUBLIC LLC**

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$96.25

TB

ARTICLES OF MERGER
Merger Sheet

MERGING:

INTERNATIONAL & REPUBLIC, INC., A FLORIDA ENTITY, P95000022080

INTO

INTERNATIONAL & REPUBLIC LLC. entity not qualified in Florida

File date: May 2, 2002

Corporate Specialist: Trevor Brumbley

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CLERK OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

**ARTICLES OF MERGER
OF
INTERNATIONAL & REPUBLIC, INC.
INTO
INTERNATIONAL & REPUBLIC LLC**

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "Florida Act"), the undersigned hereby submits these Articles of Merger for filing and certifies that:

1. The names and jurisdictions of formation or organization of each of the limited liability companies or other business entities which are to merge are:

<u>Name</u>	<u>Jurisdiction</u>
INTERNATIONAL & REPUBLIC, INC.	Florida
INTERNATIONAL & REPUBLIC LLC	Delaware

2. A Plan and Agreement of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged in accordance with the Florida Act and Section 18-209 of the Delaware Limited Liability Company Act (the "LLC Act") by INTERNATIONAL & REPUBLIC LLC and INTERNATIONAL & REPUBLIC, INC. The Merger Agreement is attached hereto as Exhibit A.

3. INTERNATIONAL & REPUBLIC LLC will be the surviving entity of the merger, and the address of its principal office in Delaware is The Corporation Trust Company,, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. The disappearing entity in the merger is INTERNATIONAL & REPUBLIC, INC.

4. INTERNATIONAL & REPUBLIC LLC is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of INTERNATIONAL & REPUBLIC, INC.

5. The effective date of the merger contemplated by the Merger Agreement shall be the date on which these Articles of Merger are filed in the office of the Secretary of State of the State of Florida.

6. The total number of outstanding shares of each class of INTERNATIONAL & REPUBLIC, INC. entitled to vote on the merger was 1, and the principal terms of the Merger Agreement were unanimously approved by the sole shareholder of INTERNATIONAL & REPUBLIC, INC.

7. INTERNATIONAL & REPUBLIC LLC is authorized by Section 18-209 of the LLC Act to effect the merger.

8. INTERNATIONAL & REPUBLIC LLC has agreed to pay promptly to the dissenting shareholders of INTERNATIONAL & REPUBLIC, INC. the amount, if any, to which they are entitled under Section 607.1302 of the Florida Act.

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IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 29th day of April, 2002, and is being filed in accordance with Section 67 of the Florida Act. 1109

INTERNATIONAL & REPUBLIC LLC

By: [Signature]
Name: Sharon Garcia
Title: Authorized Person

INTERNATIONAL & REPUBLIC, INC.

By: [Signature]
Name: Sharon Garcia
Title: Corporate Secretary

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02 MAY -2 AM 11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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LOCATION:213 687 3702

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EXHIBIT A**PLAN AND AGREEMENT OF MERGER**

This **PLAN AND AGREEMENT OF MERGER**, dated as of _____, 2002 (this "**Agreement**"), is by and between International & Republic, Inc., a Florida corporation (the "**Disappearing Corporation**"), and International & Republic LLC, a Delaware limited liability company (the "**LLC**" or the "**Surviving Entity**"), and said two entities being herein sometimes collectively called the "**Constituent Entities**").

RECITALS

WHEREAS, the Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Florida.

WHEREAS, the LLC is a limited liability company duly formed and existing under the laws of the State of Delaware.

WHEREAS, the Disappearing Corporation has an authorized capitalization consisting of 6,000 shares of common stock, par value \$1.00 per share (the "**Common Stock**"), of which 1 share is issued and outstanding on the date hereof.

WHEREAS, the LLC has one member holding one hundred percent (100%) of its limited liability company interests on the date hereof.

WHEREAS, pursuant to the terms and conditions set forth herein and the applicable provisions of the laws of the State of Delaware and the State of Florida, the parties intend that the Disappearing Corporation merge with and into the LLC (the "**Merger**"), and that upon the Effective Date (as defined herein) of the Merger, all of the Common Stock issued and outstanding immediately prior to the Effective Date as defined herein will be cancelled without consideration.

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

Section 1**Terms and Conditions of the Merger**

1.1 On the Effective Date, the Disappearing Corporation shall be merged with and into the LLC, with the LLC as the surviving entity, and the separate existence of the Disappearing Corporation shall cease.

1.2 On the Effective Date, all outstanding shares of Common Stock shall, by virtue of the Merger, be cancelled without consideration.

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Section 2
Effective Date

2.1 This Agreement and the consummation of the Merger have been approved by the member of the LLC and shall be submitted to the directors and shareholders of the Disappearing Corporation entitled to vote thereon.

2.2 On the Effective Date and subject to the terms and conditions hereof, the parties hereto shall cause the Merger to be consummated by the filing of a certificate of merger meeting the requirements of the Delaware Limited Liability Company Act (the "Certificate of Merger") with the Secretary of State of the State of Delaware. The parties hereto will also file such certificates or other agreements as shall be required by the Florida Business Corporation Act.

2.3 The Merger shall become effective at the time and on the date that the Certificate of Merger is filed with the Secretary of State of the State of Delaware and articles of merger are filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "Effective Date."

Section 3
Representations, Covenants and Agreements

3.1 The LLC represents, covenants and agrees that it has presented this Agreement for adoption or rejection by its member(s) (and has received all necessary approvals), and will furnish to such member(s) such documents and information in connection therewith as is required by law.

3.2 The Disappearing Corporation represents, covenants and agrees that it has presented this Agreement for adoption or rejection by its directors and shareholders (and has received all necessary approvals), and will furnish to such directors and shareholders such documents and information in connection therewith as is required by law.

3.3 Each party hereto covenants and agrees that it will not, prior to the Effective Date of the Merger, issue any equity interest in it without the prior written consent of the other party hereto.

3.4 Upon the Effective Date, the LLC hereby agrees to be bound by the terms and conditions of all agreements of the Disappearing Corporation, to which it shall become a party by virtue of the Merger. On the Effective Date, the LLC shall continue in existence as the Surviving Entity, and without further action, succeed to and possess all of the rights, privileges and powers of the Disappearing Corporation, and all of the assets and property of whatever kind and character of the Disappearing Corporation shall vest in the LLC without further act or deed; thereafter, the LLC, as the Surviving Entity, shall be liable for all of the liabilities and obligations of the Disappearing Corporation, and any claim or judgment against the Disappearing Corporation may be enforced against the LLC, as the Surviving Entity, in accordance with Section 18-209 of the Delaware Limited Liability Company Act and applicable Florida law. If at any time the LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Entity the title to any property or right of the Disappearing Corporation, or otherwise

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to carry out the provisions hereof, the proper representatives of the Disappearing Corporation as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Entity, and otherwise to carry out the provisions hereof.

Section 4

Certificate of Formation: Limited Liability Company Agreement

4.1 The Certificate of Formation of the LLC in effect on the Effective Date shall be the Certificate of Formation of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of the LLC Agreement (as defined below) and applicable law.

4.2 The limited liability company agreement of the LLC in effect on the Effective Date (the "LLC Agreement") shall be the limited liability company agreement of the Surviving Entity, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

4.3 The officers of the LLC on the Effective Date shall be the officers of the Surviving Entity.

4.4 The members of the LLC on the Effective Date shall be the members of the Surviving Entity, until additional or substituted members are admitted in accordance with the LLC Agreement or applicable law.

Section 5

Amendment and Termination

5.1 At any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, this Agreement may be terminated and abandoned by the Board of Directors of the Disappearing Corporation or the members of the LLC, notwithstanding favorable action on the Merger by the directors of the Disappearing Corporation or the member(s) of the LLC.

Section 6

Miscellaneous

6.1 To the extent permitted by law, this Agreement may be amended by an agreement in writing signed by both parties hereto at any time prior to the Effective Date, with respect to any of the terms contained herein except the terms of the conversion provided for in Section 1.2.

6.2 Each party shall execute and deliver any further instruments and take such other action as the other party may reasonably request to consummate the transactions contemplated hereby.

6.3 This Agreement shall be construed in accordance with the substantive laws of the State of Florida.