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MERGER OR SHARE EXCHANGE
PARROT JUNGLE AND GARDENS OF WATSON ISLAND, INC.

Certificate of Status	0
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Merger^{x3}
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**ARTICLES OF MERGER
OF
PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc.
INTO
Parrot Jungle and Gardens of Watson Island, Inc.**

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, Parrot Jungle and Gardens of Watson Island, Inc., a Florida corporation, and PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc., each Florida corporations, adopt the following Articles of Merger for the purpose of merging PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. into Parrot Jungle and Gardens of Watson Island, Inc.

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. into Parrot Jungle and Gardens of Watson Island, Inc. is attached to these Articles as an exhibit.

Adoption of Plan

2. PJ Birds, Inc., having three shareholders entitled to vote on the Plan of Merger, the Plan of Merger was adopted by unanimous vote at a meeting of such shareholders. The meeting was held on the 20th day of December 2009, in which all shareholders entitled to vote were present.

3. Parrot Jungle and Gardens Limited, Inc., having three shareholders entitled to vote on the Plan of Merger, the Plan of Merger was adopted by unanimous vote at a meeting of such shareholders. The meeting was held on the 20th day of December 2009, in which all shareholders entitled to vote were present.

4. Parrot Jungle and Gardens of Watson Island, Inc. at a joint meeting of the shareholders and directors, the Plan of Merger was adopted at a meeting of directors on 20th day of December 2009 with all directors in attendance and all directors voting in favor of Plan and no directors voting against the Plan. At the directors meeting the board unanimously approved resolutions merging PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. into Parrot Jungle and Gardens of Watson Island, Inc., and immediately thereafter canceling the shares of PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc.

Following the directors meeting, Parrot Jungle and Gardens of Watson Island, Inc. having three shareholders entitled to vote on the Plan of Merger, the Plan of Merger was adopted by unanimous vote at a meeting of such shareholders. The meeting was held on the 20th day of December 2009, in which all shareholders entitled to vote were present.

Effective Date

5. The Plan of Merger shall be effective on the later of the date these Articles are filed with the Department of State or December 20, 2009.

****SIGNATURES ON PAGE TO FOLLOW****

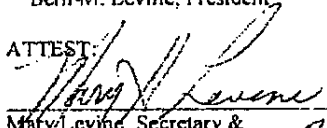
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of 20th day of December 2009.

PJ Birds, Inc. (Non-surviving Corporation)

By 

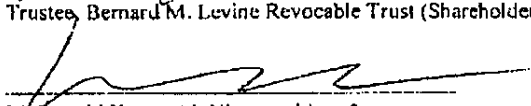
Bern M. Levine, President

ATTEST:


Mary Levine, Secretary &
Trustee, Mary Levine Revocable Trust (Shareholder)


Bern M. Levine,

Trustee, Bernard M. Levine Revocable Trust (Shareholder)

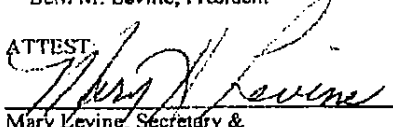

M. Ronald Krongold, Vice president &
Trustee Gold Krown Trust (Shareholder)

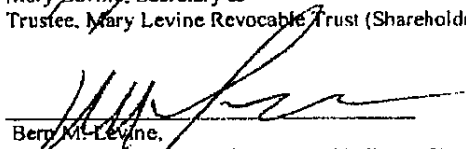
Parrot Jungle and Gardens Limited, Inc. (Non-surviving Corporation)

By 

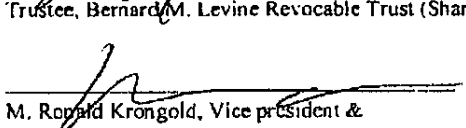
Bern M. Levine, President

ATTEST:


Mary Levine, Secretary &
Trustee, Mary Levine Revocable Trust (Shareholder)


Bern M. Levine,

Trustee, Bernard M. Levine Revocable Trust (Shareholder)

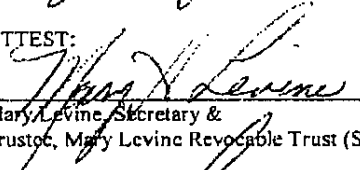

M. Ronald Krongold, Vice president &
Trustee Gold Krown Trust (Shareholder)

Parrot Jungle and Gardens of Watson Island, Inc. (Surviving Corporation)

By


Ben M. Levine, President

ATTEST:


Mary Levine, Secretary &
Trustee, Mary Levine Revocable Trust (Shareholder)


Ben M. Levine,
Trustee, Bernard M. Levine Revocable Trust (Shareholder)


M. Ronald Krongold, Vice president &
Trustee Gold Krown Trust (Shareholder)

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER by and among PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. ("Non-surviving Corporations") *with and into* Parrot Jungle and Gardens of Watson Island, Inc. ("Surviving Company")

This is a Plan and Agreement of Merger ("Agreement") between PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc., each Florida corporations (the Non-surviving Corporations), and Parrot Jungle and Gardens of Watson Island, Inc. (Surviving Corporation), a Florida corporation.

1. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. and Parrot Jungle and Gardens of Watson Island, Inc., pursuant to Section 607.1101 Fla. Stat. and Section 368 (a)(1)(A), is adopted as follows:

(a) PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall be merged with and into Parrot Jungle and Gardens of Watson Island, Inc., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Parrot Jungle and Gardens of Watson Island, Inc.

(c) When this Agreement shall become effective, the separate corporate existence of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., and shall be subject to all the debts and liabilities of the Non surviving Corporations in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., as well as with the assets of Parrot Jungle and Gardens of Watson Island, Inc.

(e) The shareholders of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of common stock both voting and non-voting stock. The Surviving Corporation will amend its Articles of Incorporation, if necessary, as set forth below to provide for issuance of the shares non-voting stock to be used in

the exchange.

(g) The shareholders of Parrot Jungle and Gardens of Watson Island, Inc. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of Parrot Jungle and Gardens of Watson Island, Inc. shall be amended, if not already done so at the time of the filing the Articles of Merger, to modify the authorized common shares into a class of voting and a class of nonvoting shares.

(2) Except for the amendment referred to above, the Articles of Incorporation of Parrot Jungle and Gardens of Watson Island, Inc. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger ("Effective Date") shall be the later of its date of filing with the Florida Secretary of State or December 20, 2009.

2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Non-Surviving Corporations

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. represent and warrant to the Surviving Corporation as follows:

(a) Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) PJ Birds, Inc. has an authorized capitalization of \$100, consisting of 100 shares of common stock, each of \$1.00 par value, of which 71.42 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement as follows:

- Bernard M. Levine Trust—twenty-five (25) Series A voting shares;
- Mary Levine Trust-- twenty-five (25) Series A voting shares; and
- Gold Krown Trust, M. Ronald Krongold, Trustee--- Twenty One and 42/100 (21.42) (Series B Non- Voting)

(c) Parrot Jungle and Gardens Limited, Inc. has an authorized capitalization of \$7,500, consisting of 7500 shares of common stock, each of \$1.00 par value, of which 286 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement as follows:

- Bernard M. Levine Trust—one hundred (100) Series A voting shares;
- Mary Levine Trust— one hundred (100) Series A voting shares;
- Gold Krown Trust, M. Ronald Krongold, Trustee— Eighty-five 72/100(85.72) (Series B Non- Voting)

(d) Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. has furnished the Surviving Corporation with the unaudited balance sheet of itself as of December 31, 2008 and the related unaudited statement of income for the twelve months then ended, and an interim unaudited balance sheet (the Balance Sheet) as of November 31, 2009 (the Balance Sheet Date) and the related statement of income for the twelve month period then ended. These financial statements (i) are in accordance with the books and records of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc.; (ii) fairly present the financial condition of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(e) All required federal, state, and local tax returns of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Neither PJ Birds, Inc. nor Parrot Jungle and Gardens Limited, Inc. have been delinquent in the payment of any tax or assessment.

(f) Neither of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. have any outstanding stock subscriptions, options, or rights.

(g) That said officers of each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. or any one of them, acting for and on behalf of such corporation, are authorized to execute this Agreement and to take such other and further actions and to execute such other and further

documents as such officer or officers deems necessary or desirable in connection with this transaction.

(h) There is no litigation or other proceeding pending or threatened against or affecting PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., and neither is in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority Pending or threatened legal actions.

(i) Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. is not in violation in any material respect of its Certificate of Incorporation or By-Laws, as amended, or of any applicable law

(j) Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. have good title to all of its assets; and the said assets are not and will not be subject to any liens or encumbrances other than those presently existing or which may exist by contract, or other encumbrances and liens (which do not materially interfere with the use or materially affect the value of such property and assets). Such properties and assets include all of the fixed assets used in or necessary to the operation of the business of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. as such business is presently conducted or proposed to be conducted and all such assets are in good condition and repair.

Surviving Corporation

2.02. As a material inducement to each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., to execute this Agreement and perform its obligations under this Agreement, Parrot Jungle and Gardens of Watson Island, Inc. represents and warrants to PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., as follows:

(a) Parrot Jungle and Gardens of Watson Island, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Parrot Jungle and Gardens of Watson Island, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) Parrot Jungle and Gardens of Watson Island, Inc. has an authorized capitalization of \$1000, divided into two classes of shares, namely, 500 Class A voting common shares, each of \$1.00 par value, and 500 Class B non-voting common shares, each of \$1.00 par value. As of the date of this Agreement, 100 shares of Class A voting and 42.85714 Class B non-voting common shares, are validly issued and outstanding, fully paid, and non-assessable as follows:

- Bernard M. Levine Trust—Fifty (50) Class A voting shares;
- Mary Levine Trust— Fifty (50) Class A voting shares; and
- Gold Krown Trust, M. Ronald Krongold, Trustee— Forty Two 8471/1000 (42.8571) Series B non-voting shares)

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE***Interim Conduct of Business; Limitations***

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Parrot Jungle and Gardens of Watson Island, Inc., pending consummation of the merger PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall not:

(a) Declare or pay any dividend or make any other distribution on its shares.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02. This Agreement shall be submitted to the shareholders of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. for approval in the manner provided by the laws of the State of Florida. This Agreement may not be submitted to the shareholders Parrot Jungle and Gardens of Watson Island, Inc. for approval because such approval is not required pursuant to Fla. Stat. 607.1103(7).

Conditions Precedent to Obligations of among PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc.

3.03. Except as may be expressly waived in writing by PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., all of the obligations of PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Parrot Jungle and Gardens of Watson Island, Inc.:

(a) The representations and warranties made by Parrot Jungle and Gardens of Watson Island, Inc. to PJ Birds, Inc. & Parrot Jungle and Gardens Limited, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Parrot Jungle and Gardens of Watson Island, Inc. to PJ Birds, Inc. shall have discovered any material error,

misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. and shall either correct the error, misstatement, or omission or obtain a written waivers from PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc.

(b) Parrot Jungle and Gardens of Watson Island, Inc. to PJ Birds, Inc. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Parrot Jungle and Gardens of Watson Island, Inc. shall have delivered to PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. an opinion of counsel for Parrot Jungle and Gardens of Watson Island, Inc. to PJ Birds, Inc., dated the Effective Date, to the effect that:

(1) Parrot Jungle and Gardens of Watson Island, Inc. to PJ Birds, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Parrot Jungle and Gardens of Watson Island, Inc. Parrot Jungle and Gardens of Watson Island, Inc. has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by Parrot Jungle and Gardens of Watson Island, Inc. has been duly authorized and approved by requisite corporate action of Parrot Jungle and Gardens of Watson Island, Inc.

(3) This Agreement and the instruments delivered to PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. under this Agreement have been duly and validly executed and delivered by Parrot Jungle and Gardens of Watson Island, Inc. and constitute the valid and binding obligations of Parrot Jungle and Gardens of Watson Island, Inc., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Parrot Jungle and Gardens of Watson Island, Inc. shall have delivered to PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc.

***Conditions Precedent to Obligations to
Parrot Jungle and Gardens of Watson Island, Inc.***

3.04. Except as may be expressly waived in writing by Parrot Jungle and Gardens of Watson Island, Inc., all of the obligations of Parrot Jungle and Gardens of Watson Island, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc.:

(a) The representations and warranties made by PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. to Parrot Jungle and Gardens of Watson Island, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If either PJ Birds, Inc. or Parrot Jungle and Gardens Limited, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Parrot Jungle and Gardens of Watson Island, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Parrot Jungle and Gardens of Watson Island, Inc..

(b) PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall have delivered to Parrot Jungle and Gardens of Watson Island, Inc. an opinion of counsel for PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., dated the Effective Date, to the effect that:

(1) Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of PJ Birds, Inc. or Parrot Jungle and Gardens Limited, Inc. Neither PJ Birds, Inc. nor Parrot Jungle and Gardens Limited, Inc. has subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. has been duly authorized and approved by requisite corporate action of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc.

(3) This Agreement and the instruments delivered to Parrot Jungle and Gardens of Watson Island, Inc. under this Agreement have been duly and validly executed and delivered by PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. and constitute the valid and binding obligations of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall have delivered to Parrot Jungle and Gardens of Watson Island, Inc. a certificate, dated the Effective Date, executed

in its corporate name by the President and Secretary of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. and certifying to the satisfaction of the conditions specified in (a) and (b) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

4 . MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall surrender their shares to the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. The shareholders of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall be entitled to each receive the following common stock of the Surviving Corporation, each of \$1.00 par value, being 100% of the total outstanding common shares of the surviving corporation, to be distributed on the basis of one-half (1/2) share for each share of common stock of PJ Birds, Inc. and one-quarter (1/4) share for each share of Parrot Jungle and Gardens Limited, Inc. shares:

- Bernard M. Levine Trust—thirty-seven and one half (37.5) Class A voting shares (for a total of eighty-seven and one half (87.5) Class A voting shares);
- Mary Levine Trust-- thirty-seven and one half (37.5) Class A voting shares (for a total of eighty-seven and one half (87.5) Class A voting shares); and
- Gold Krown Trust — Thirty two 16/1000 (32.16) Class B non-voting shares (for a total of Seventy-five and 106/1000 (75.107) Class B non-voting shares)

Shares of Survivor

4.03. The currently outstanding 100 shares of Class A and 42.85714 shares of Class B common stock of Parrot Jungle and Gardens of Watson Island, Inc., each of \$1.00 par value, shall remain outstanding as common stock of the Surviving Corporation.

5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. (a) The present Board of Directors of Parrot Jungle and Gardens of Watson Island, Inc. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Parrot Jungle and Gardens of Watson Island, Inc. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

6. BYLAWS

Bylaws of Survivor

6.01. The Bylaws of Parrot Jungle and Gardens of Watson Island, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of PJ Birds, Inc. or Parrot Jungle and Gardens Limited, Inc., Parrot Jungle and Gardens of Watson Island, Inc., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of six months after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Expenses

7.02. PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. will cause the stockholders to pay all expenses in excess of \$5,000 incurred by PJ Birds, Inc. and Parrot Jungle and Gardens

Limited, Inc. in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc.'s counsel and accountants (none of which shall be charged to Parrot Jungle and Gardens of Watson Island, Inc. If the transactions contemplated by this Agreement are not consummated, either PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. or the stockholders shall pay such expenses of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. as the stockholders and Parrot Jungle and Gardens of Watson Island, Inc. may then determine Parrot Jungle and Gardens of Watson Island, Inc. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of Parrot Jungle and Gardens of Watson Island, Inc.

if without the prior consent in writing of Parrot Jungle and Gardens of Watson Island, Inc PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. shall have:

- (1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares; or
- (2) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

- (a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.
- (b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Each of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- (a) In the case of PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc., to: Bern M Levine, as trustee of the Bernard M. Levine Revocable Trust dated 6.23.97, 266 S. Coconut Lane, Miami Beach, FL 33139, or to such other person or address as PJ Birds, Inc. and Parrot Jungle and Gardens Limited, Inc. may from time to time request in writing.

(b) In the case of Parrot Jungle and Gardens of Watson Island, Inc., to Bern M Levine, as trustee of the Bernard M. Levine Revocable Trust dated 6.23.97, 266 S. Coconut Lane, Miami Beach, FL 33139, or to such other person or address as Parrot Jungle and Gardens of Watson Island, Inc. may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on December 20, 2009.

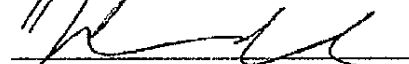
PJ Birds, Inc.

By 

Bern M. Levine, President

ATTEST:


Mary Levine, Secretary


M. Ronald Krongold, Vice President

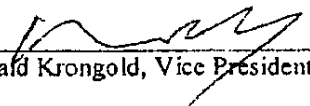
Parrot Jungle and Gardens Limited, Inc.

By 

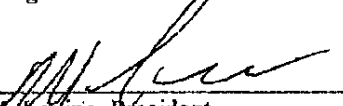
Bern M. Levine, President

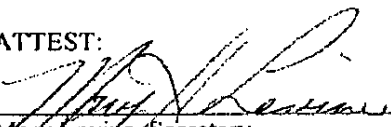
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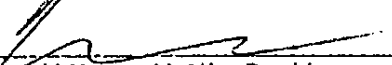

Mary Levine, Secretary


M. Ronald Krongold, Vice President

Parrot Jungle and Gardens of Watson Island, Inc.

By 
Bern M. Levine, President

ATTEST:

Mary Levine, Secretary


M. Ronald Krongold, Vice President