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Page 1 of 1

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MERGER OR SHARE EXCHANGE

Doswell I, LLC

Certificate of Status	0
Certified Copy	0
Page Count	05
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60.00

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EFFECTIVE DATE

12/30/04

Sp

ARTICLES OF MERGER

of

Doswell I, Inc.
A Florida corporation,

pg 7-13402

with and into

Doswell I, LLC.
a Delaware limited liability company

Pursuant to the provisions of Section 608.1109 of the Florida Business Corporation Act, these Articles of Merger provide that:

1. Doswell I, Inc., a Florida corporation ("Doswell"), shall be merged with and into Doswell I, LLC, a Delaware limited liability company ("Doswell LLC"), which shall be the surviving limited liability company in the merger.

2. The Plan of Merger dated as of December 30, 2004 (the "Plan of Merger") was approved (i) by Doswell in accordance with the applicable provisions of the Florida Business Corporation Act and (ii) by Doswell LLC in accordance with the applicable provisions of the Delaware Limited Liability Company Act. The Plan of Merger is attached to these Articles of Merger as Exhibit A.

3. The merger shall be effective as of December 30, 2004.

4. The address of the principal office of Doswell LLC is 700 Universe Boulevard, Juno Beach, Florida 33408.

5. Doswell LLC is deemed to have appointed the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Doswell.

6. Doswell LLC has agreed to pay promptly to the dissenting shareholders of ESI the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

(SIGNATURES ON NEXT PAGE.)

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each of Doswell and Doswell LLC as of December 30, 2004.

DOSWELL I, Inc.

By: Chuck Schultz
Name: Charles S. Schultz
Title: _____

DOSWELL I, LLC

By: Chuck Schultz
Name: Charles S. Schultz
Title: _____

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EXHIBIT A

**PLAN OF MERGER
of
DOSWELL I, Inc.,
a Florida corporation,
with and into
DOSWELL I, LLC,
A Delaware limited liability company**

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This Plan of Merger (the "Plan") is dated as of December 30, 2004, between Doswell I, Inc. a corporation organized and existing under the laws of the State of Florida ("Doswell"), and Doswell I, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Doswell LLC").

Recitals

A. Section 607.1108 of the Florida Business Corporation Act (the "Florida Act") and Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act"), the Articles of Incorporation and Bylaws of Doswell and the Certificate of Formation and Limited Liability Company Agreement of Doswell LLC permit the merger of Doswell with and into Doswell LLC (the "Merger"), which shall be the surviving entity in the Merger.

B. The Board of Directors of Doswell has determined that it is advisable and to the advantage and welfare of Doswell that the Merger be consummated on the terms set forth in this Plan.

C. The Plan was approved and adopted by (i) the shareholders of Doswell on December 30, 2004, and (ii) the sole member of Doswell LLC on December 30, 2004.

D. Doswell and Doswell LLC intend that the Merger constitute an exchange described in Section 721 of the Internal Revenue Code of 1986, as amended (the "Code"), and a complete liquidation of Doswell pursuant to Section 332 of the Code.

Plan

1. **Management after the Merger.** At the Effective Time (as defined below), Doswell LLC, as the surviving entity, shall be managed by the members of Doswell LLC whose address is 700 Universe Boulevard, Juno Beach, Florida 33408.

1A. **Existence of the Surviving Company.** Upon the filing of the Certificate of Merger with the Delaware Secretary of State (the "Effective Time"), Doswell shall be merged with and into Doswell LLC, and Doswell LLC shall be the surviving entity. The

identity, existence, purposes, powers, franchises, rights and immunities of Doswell LLC shall continue unaffected and unimpaired by the Merger. The identity, existence, purposes, powers, franchises, rights and immunities of Doswell shall be merged with and into Doswell LLC, and the separate existence of Doswell, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger.

2. Conversion of Interests. The manner and basis of converting the interests of each of Doswell and Doswell LLC shall be as follows:

(a) all interests of Doswell (the "Doswell Interests") that are outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be canceled without payment of any consideration and without any conversion;

(b) the holders of the Doswell Interests shall cease to have any rights with respect to the Doswell Interests; and

(c) the interests of Doswell LLC issued and outstanding before the Effective Time of the Merger shall remain issued and outstanding and shall not be affected by the Merger.

3. Payments to Dissenting Shareholders. Doswell LLC agrees to pay promptly to the dissenting shareholders of Doswell the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

IN WITNESS WHEREOF, the parties have caused this Plan to be executed as the day and year first written above.

Doswell I, Inc.

By: _____
Name: _____
Title: _____

Doswell I, LLC

By: _____
Name: _____
Title: _____

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TALLAHASSEE, FLORIDA

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