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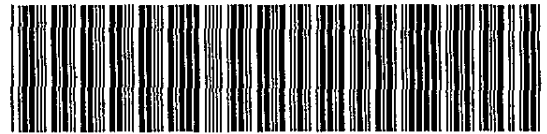
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LOUIS STINSON, JR., P.A.  
ATTORNEY AT LAW  
SUITE 301 • MERRICK PLAZA  
2199 PONCE DE LEÓN BOULEVARD  
CORAL GABLES, FLORIDA 33134

TELEPHONE (305) 444-8807  
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E-MAIL: louis@stinsonlaw.com

December 31, 2004

Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

**Re: Articles of Merger and Plan of Merger**


Gentlemen:

Please find enclosed an original and one copy of the Articles of Merger and Plan of Merger of Aversa, LLC and Aversa Ciero Realty, LLC, for filing, together with our firm check in the amount of \$50.00 representing the required filing fee.

We would appreciate your returning a copy of the Articles and Plan to our office by return mail.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Louis Stinson, Jr.

LSJr:kdj  
Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

January 11, 2005

LOUIS STINSON, JR.  
SUITE 301, MERRICK PLAZA  
2199 PONCE DE LEON BOULEVARD  
CORAL GABLES, FL 33134

SUBJECT: AVERSA CIERO REALTY, LLC  
Ref. Number: L04000046070

We have received your document for AVERSA CIERO REALTY, LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective day must be specific and cannot be prior to the date of filing.

The file date will be 1/03/05, the date we received it.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Michelle Hodges  
Document Specialist

Letter Number: 205A00002028

## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>Aversa, LLC</u> <u>2199 Ponce de Leon Boulevard</u> <u>Suite 301</u> <u>Coral Gables, FL 33134</u>	<u>Florida</u>	<u>LLC</u>
Florida Document/Registration Number: <u>L04000037059</u>		FEI Number: <u>83-0411788</u>
2. <u>Aversa Ciero Realty, LLC</u> <u>2199 Ponce de Leon Boulevard</u> <u>Suite 301</u> <u>Coral Gables, FL 33134</u>	<u>Florida</u>	<u>LLC</u>
Florida Document/Registration Number: <u>L04000046070</u>		FEI Number: <u>57-1209762</u>
3. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____		
Florida Document/Registration Number: _____		FEI Number: _____

*(Attach additional sheet(s) if necessary)*

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TALLAHASSEE FLORIDA

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Aversa Ciero Realty, LLC 2199 Ponce de Leon Boulevard Suite 301 Coral Gables, FL 33134	Florida	LLC
Florida Document/Registration Number: L04000046070		FEI Number: 57-1209762

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.



## PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

**FIRST:** The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Aversa, LLC	Florida

**SECOND:** The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Aversa Ciero Realty, LLC	Florida

**THIRD:** The terms and conditions of the merger are as follows:

As a result of the Merger and at the Effective Date: (a) the Articles of Organization of the Surviving Party as amended and in effect immediately prior to the Effective Date shall be the Articles of Organization of the Surviving Party until thereafter amended as provided therein and by law, except that such Articles shall be amended and restated as provided in the Certificate of Merger; (b) the Regulations of the Surviving Party in effect immediately prior to the Effective Date shall be the Regulations of the Surviving Party until thereafter amended as provided therein and the Surviving Party's Regulation after the Effective Date; and (c) the members of the Board of Managers of Surviving Party immediately prior to the Effective Date shall constitute the Board of Managers of the Surviving Party after the Effective Date and the officers of the Surviving Party immediately prior to the Effective Date shall be the officers of the Surviving Party, in each case, until their successors shall have been elected and qualified as provided in the Regulations of the Surviving Party and this Agreement, unless stated to the contrary in Fourth Article herein.

(See Attached Sheet)

*(Attach additional sheet(s) if necessary)*

## PLAN OF MERGER

### THIRD: (Continued)

The Merger shall have the effects set forth in this Agreement and the Florida Statutes ("FS"), except as specifically set forth to the contrary in the FS or in this Agreement, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Surviving Party shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of Merging Party shall be merged into the Surviving Party, and the Surviving Party, as the Surviving Party, shall be fully vested therewith; at the Effective Date, the separate existence of Merging Party shall cease and, in accordance with and subject to the terms of this Agreement, the Surviving Party shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature; and all property and all debts due on whatever account, including subscriptions to shares and all and every other interest of or belonging to or due to Merging Party and the Surviving Party shall be allocated to, and vested in, the Surviving Party without further act or deed and without any transfer or assignment having occurred; and all property, rights, privileges, powers, licenses and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Party as they were of the Surviving Party and Merging Party prior to the Effective Date; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of the State of Florida, shall not revert or be in any way impaired by reason of the Merger. The Surviving Party shall thenceforth be responsible and liable for all the liabilities and obligations of the Surviving Party and Merging Party and any claim existing, or action or proceeding pending, by or against the Surviving Party or Merging Party may be prosecuted as if the Merger had not taken place, or the Surviving Party may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Surviving Party or Merging Party shall be impaired by the Merger, and all debts, liabilities and duties of the Surviving Party and Merging Party shall attach to the Surviving Party, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Party.

If, at any date after the Effective Date, any further assignments, assumptions, assurances in law, or any other action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Party with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Surviving Party and Merging Party, the officers and directors of the Merging Party and Surviving Party are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement, all at the cost and expense of the Surviving Party.



**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

Each two (2%) percent Membership Interest in Merging party outstanding as of the Effective Date will be exchanged for one (1%) percent Membership Interest in Surviving Party.

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

Neither Surviving Party nor Merging party have outstanding right acquire interest, should obligation or other securities in themself or the other party hereto.

*(Attach additional sheet(s) if necessary)*

**FIFTH:** If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

N/A

If General Partner is a Non-Individual,  
Florida Document/Registration Number

**SIXTH:** If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

Managing Members:

Joseph Aversa, President

2199 Ponce de Leon Boulevard

Suite 301

Joseph A. Ciero, Vice President

Coral Gables, FL 33134

**SEVENTH:** All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

**EIGHTH:** Other provisions, if any, relating to the merger:

The effective date of the merger shall be ~~December 31, 2004~~ <sup>January 3, 2005</sup> at midnight.

Aversa, LLC

Aversa Ciero Realty, LLC

By: 

By: 

Joseph Aversa, Managing Member

Joseph A. Ciero, Managing Member

*(Attach additional sheet(s) if necessary)*