

614650

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
03 MAR 17 PM 3:48

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

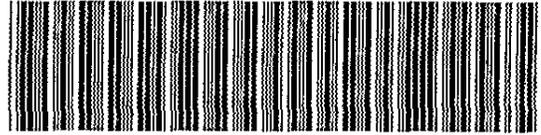
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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03/18/03--01031--020 **35.00

11/17/03--01026--003 **35.00

Merger

V SHEPARD MAR 19 2003
VB

**BRICKELL TOWNHOUSE, INC.
825 BRICKELL BAY DRIVE
SUITE 1643
MIAMI, FLORIDA 33131
(305) 374-1744**

February 28, 2003

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Merger of Brickell Townhouse, Inc. and Heritage Square, Inc.

Dear Sir or Madam:

Enclosed please find executed Articles of Merger and Plan of Merger, together with a check in the amount of \$35.00 representing the filing fee, to merge Heritage Square, Inc. into Brickell Townhouse, Inc.

Please forward a letter of acknowledgment when this merger has been enacted. If you have any questions, please let me know.

Sincerely,



JUDITH VETTER
Executive Assistant

Enclosures

**BRICKELL TOWNHOUSE, INC.
825 BRICKELL BAY DRIVE
SUITE 1643
MIAMI, FLORIDA 33131
(305) 374-1744**

March 14, 2003

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Attention: Valma Shepard

Re: Merger of Brickell Townhouse, Inc. and Heritage Square, Inc.

Dear Ms Shepard:

Enclosed please find a check in the amount of \$35.00 representing the filing fee, to merge Heritage Square, Inc. into Brickell Townhouse, Inc. We only sent \$35.00 with our letter of February 28, 2003, neglecting to send an additional \$35.00 for the merged corporation.

Please forward a letter of acknowledgment when this merger has been enacted. If you have any questions, please let me know.

Sincerely,



JUDITH VETTER
Executive Assistant

Enclosure

Rec'd 3/17

ARTICLES OF MERGER
Merger Sheet

MERGING:

HERITAGE SQUARE, INC., a Florida corporation, 589946

INTO

BRICKELL TOWNHOUSE, INC., a Florida entity, 614650.

File date: March 17, 2003

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER
(Profit Corporations)

FILED
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The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Brickell Townhouse, Inc.	Florida	614650

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Heritage Square, Inc.	Florida	589946

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on January 24, 2003.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 24, 2003.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

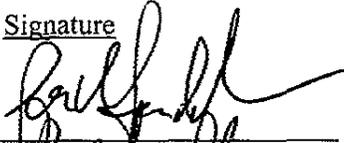
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

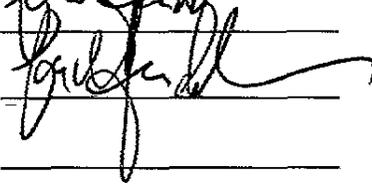
Typed or Printed Name of Individual & Title

Brickell Townhouse, Inc.



Laurans A. Mendelson, President

Heritage Square, Inc.



Laurans A. Mendelson, President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Brickell Townhouse, Inc.	Florida
_____	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Heritage Square, Inc.	Florida
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:
See attached Merger Agreement

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Merger Agreement

(Attach additional sheets if necessary)

**AGREEMENT OF MERGER BETWEEN HERITAGE SQUARE, INC. AND
BRICKELL TOWNHOUSE, INC.**

THIS AGREEMENT OF MERGER, (this "Agreement") dated as of January 24, 2003, is entered into between Heritage Square, Inc. (the "Merging Corporation"), a Florida corporation, and Brickell Townhouse, Inc. (the "Surviving Corporation"), a Florida corporation, in Miami-Dade County, Florida.

WITNESSETH

WHEREAS, the parties hereto desire that the Merging Corporation and Surviving Corporation shall merge upon the terms and conditions herein set forth and in accordance with the laws of the State of Florida;

WHEREAS, the parties hereto intend that this Agreement shall constitute a plan of merger pursuant to Section 607.1101 of the Florida Business Corporation Act (the "FBCA").

NOW, THEREFORE, the parties agree as follows:

1. **Merger of Merging Corporation into Surviving Corporation.** On February 24, 2003, Merging Corporation shall be merged with and into Surviving Corporation (the "Merger") in accordance with Section 607.1101 of the FBCA, and the separate existence of the Merging Corporation shall thereupon cease and Surviving Corporation shall be the surviving corporation. The corporate existence of the Surviving Corporation, with all its rights, privileges, powers and franchises and subject to all its debts, liabilities and duties (except to the extent otherwise provided herein), shall continue unaffected and unimpaired by the Merger, and Surviving Corporation shall thereupon without further action, succeed to and be vested with all rights, privileges, powers and franchises and all property (real, personal and mixed) of Merging Corporation and shall be subject to all debts, liabilities and duties of Merging Corporation all in accordance with the FBCA.
2. **By-Laws.** The By-Laws of the Surviving Corporation, as amended and in effect immediately prior to the Merger, shall continue in full force and effect as the By-Laws of Surviving Corporation until amended or repealed as provided therein or by law.
3. **Directors.** At the time of Merger, each director of Surviving Corporation immediately prior thereto shall continue to hold such office following the Merger and shall thereafter hold such office for the remainder of his term and until his successor has been elected and qualified, or as otherwise provided in the Articles of Incorporation or the By-Laws of the Surviving Corporation or by law.
4. **Officers.** Upon the Merger, each officer of the Surviving Corporation immediately prior thereto shall continue to hold such office and shall thereafter hold such

office for the remainder of his or her term of office and until his or her successor is elected, appointed or qualified or as otherwise provided in the Articles of Incorporation or the By-Laws of the Surviving Corporation or by law.

5. **Conversion of Stock and Assumption of Certain Obligations.** Each share of common stock, \$1.00 par value, of Merging Corporation issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one-tenth (1/10th) of one share of common stock, \$1.00 par value, of Surviving Corporation.

6. **Issuance of New Certificates.** Each holder of a certificate representing shares of Merging Corporation common stock immediately prior to the Merger may thereafter surrender such certificate and shall be entitled, upon such surrender to receive in exchange thereof a certificate representing the number of shares of Surviving Corporation common stock into which such shares of Merging Corporation common stock shall have been converted. Until such surrender, such certificate shall be deemed to be evidence of the ownership of such shares of Surviving Corporation common stock and the holder of such certificate shall have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Merging Corporation common stock evidenced by such outstanding certificate. If any such certificate for Surviving Corporation common stock is to be issued in a name other than that in which the surrendered certificate is registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such exchange shall have paid any transfers and other taxes required by reason and such issuance of certificates of Surviving Corporation common stock in a name other than that of the registered holder of the certificate surrendered, or shall have established to the satisfaction of the Surviving Corporation and that such taxes have been paid or is not applicable.

7. **Conversion.** At the time of Merger, the stock transferred books for the shares of Merging Corporation common stock will be converted to Surviving Corporation common stock, \$1.00 par value, and shall be deemed closed, no transfer of such shares thereafter be made or consummated.

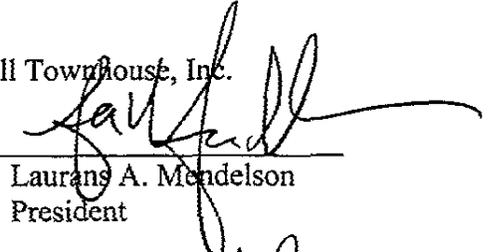
8. **Valid Issue.** The shares of Surviving Corporation common stock required to be issued and delivered pursuant to this Agreement, will, when issued, be validly issued, fully paid and non assessable.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Merging Corporation and Surviving Corporation, pursuant to the approval and authority duly given by resolutions adopted by its respective shareholders, has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

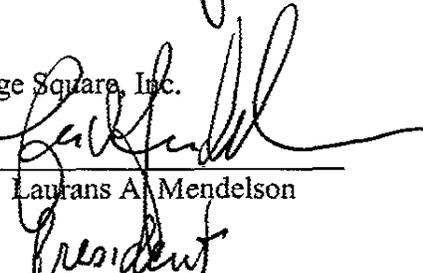


Brickell Townhouse, Inc.

BY: 

Laurans A. Mendelson
President

Heritage Square, Inc.

BY: 

Laurans A. Mendelson
President

agreementBT1