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JONES FOSTER JOHNSTON & STUBBS

NO. 923

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Florida Department of State
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MERGER OR SHARE EXCHANGE

Heathrow Equity I, LLC

Certificate of Status	0
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**Certificate of Merger of
Heathrow Equity, LC,
(a Florida limited liability company)**

and

**Heathrow Equity I, LLC,
(a Florida limited liability company)**

November 16, 2007

The following Articles of Merger are being submitted in accordance Section 608.4382 of the Florida Limited Liability Company Act

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Heathrow Equity, LC 250 International Parkway Lake Mary, FL 32746	Florida	Limited Liability Company
Florida Document Number: 105000099881		FEI Number: 20-3817420
Heathrow Equity I, LLC 2801 PGA Boulevard, Ste. 220 Palm Beach Gardens, FL 33410	Florida	Limited Liability Company
Florida Document Number: L07000114017		FEI Number: N/A

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

Heathrow Equity I, LLC 2801 PGA Boulevard, Ste. 220 Palm Beach Gardens, FL 33410	Florida	Limited Liability Company
Florida Document Number: L07000114017		FEI Number: N/A

Third: The attached Agreement and Plan of Merger meets the requirements of Section 608.4382, Florida Statutes, and was approved by the domestic limited liability companies that are parties to the merger in accordance with Chapter 608, Florida Statutes.

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

Fifth: The effective date of the merger shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

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IN WITNESS WHEREOF, the undersigned have executed and delivered these Articles of Merger as of the date first written above.

Heathrow Equity, LC, a Florida limited liability company

By: Heathrow Equity I, LLC, a Florida limited liability company, its managing member



By: Brian K. Waxman
Its: Managing Member



By: Peter J. Applefield
Its: Managing Member

Heathrow Equity I, LLC, a Florida limited liability company



By: Brian K. Waxman
Its: Managing Member



By: Peter J. Applefield
Its: Managing Member

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Agreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of November 16, 2007, by and between Heathrow Equity, LC, a Florida Limited Liability Company ("Heathrow") and Heathrow Equity I, LLC, a Florida limited liability company ("Heathrow 1," and together with Heathrow, the "Constituent Companies").

Recitals:

- A. Heathrow is a limited liability company duly organized and existing under the laws of the State of Florida and, on the date hereof, its managing member is Heathrow 1.
- B. Heathrow 1 is a limited liability company duly organized and existing under the laws of the State of Florida and, on the date hereof, its managing members are Brian K. Waxman and Peter J. Applefield.
- D. The members and the managing members of Heathrow 1 deem it advisable and to the advantage of the Constituent Companies and their respective stakeholders that Heathrow be merged with and into Heathrow 1.
- E. Each of the Constituent Companies has, subject to approval by their respective members and managing members, adopted the Plan of Merger embodied in this Agreement.

Agreement:

In consideration of the foregoing recitals, the mutual promises, covenants and agreements contained herein and 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:

- 1. The Merger.
 - 1.1 The Merger.

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Heathrow shall be merged with and into Heathrow 1 in accordance with the applicable laws of the State of Florida (the "Merger"). The separate existence of Heathrow shall cease, and Heathrow 1 shall be the surviving limited liability company (the "Surviving Company") and shall be governed by the laws of the State of Florida.

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1.2 Effective Date.

The Merger shall become effective on the date and at the time of filing of those certain Articles of Merger, substantially in the form to which this Agreement is attached, with the Secretary of State of the State of Florida, (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such State prerequisite to such filings, including without limitation the approval of the applicable stakeholders of the Constituent Companies.

1.3 Certificate of Formation.

On the Effective Date, the Articles of Organization of Heathrow 1, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving Company.

1.4 Operating Agreement.

On the Effective Date, the Operating Agreement of Heathrow 1, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the operating agreement of the Surviving Company.

1.5 Managing Members.

The Managing Members of Heathrow 1 immediately prior to the Effective Date shall be the managing members of the Surviving Company, until their successors shall have been duly elected or appointed or until otherwise provided by law, the Articles of Organization or the Operating Agreement of the Surviving Company.

2. Conversion of Interest of Merged Entities.

2.1 Heathrow Membership Interests.

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the issued and outstanding membership interests of Heathrow held by Heathrow 1 shall be changed and converted into membership interests of the Surviving Company (the "Survivor Interests").

2.2 Exchange of Certificates.

Each person who becomes entitled to receive Survivor Interests by virtue of the Merger shall be entitled to receive from the Surviving Company, as promptly as practicable after the Effective Time, a certificate or certificates representing the Survivor Interests to which such person is entitled as provided herein.

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3. Effect of the Merger.

3.1 Rights, Privileges, Etc.

On the Effective Date of the Merger, the Surviving Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Heathrow; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to Heathrow on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Company without further act or deed; title to any real estate, or any interest therein vested in Heathrow shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Heathrow shall be preserved unimpaired, and all liens upon the property of Heathrow shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances.

From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Heathrow such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Company the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Heathrow and otherwise to carry out the purposes of this Agreement, and the managing members of the Surviving Company are fully authorized in the name and on behalf of Heathrow to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. General.

4.1 Abandonment.

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason by the managing members of Heathrow or Heathrow 1, or any of them, notwithstanding the approval of this Agreement by the stakeholders of Heathrow and Heathrow 1.

4.2 Amendment.

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by either the managing member of Heathrow or the managing members of Heathrow 1; provided, however, that an amendment made subsequent to

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the adoption of this Agreement by the stakeholders of any Constituent Company shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the stakeholders of such Constituent Company.

4.3 Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

4.4 Counterparts.

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement and Plan of Merger as of the date and year first written above.

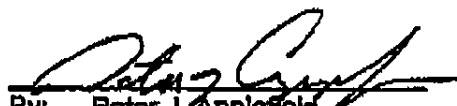
"Heathrow"

Heathrow Equity, LC, a Florida limited liability company

By: Heathrow Equity I, LLC, a Florida limited liability company, its managing member



By: Brian K. Waxman
Its: Managing Member



By: Peter J. Applefield
Its: Managing Member

"Heathrow 1"

Heathrow Equity I, LLC, a Florida limited liability company



By: Brian K. Waxman
Its: Managing Member



By: Peter J. Applefield
Its: Managing Member