

L020000034568

Division of Corporations

Page 1 of 2

URGENT

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DIVISION OF CORPORATIONS
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ATTN:

JOEY BRYAN

Florida Department of State
Division of Corporations
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From:

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Account Number : 071541002004
Phone : (305) 577-4726
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Thank you

MERGER OR SHARE EXCHANGE

MHLP, LLC

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$113.75

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FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 27, 2002

STEEL HECTOR & DAVIS

SUBJECT: MHLF, LLC
REF: L02000034568

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

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) 245-6043.

Joey Bryan
Document Specialist

FAX Aud. #:
Letter Number: 902A00067656

** See #18 OF Plan of Merger*

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ARTICLES OF MERGER
Merger Sheet

MERGING:

CALOR DEVELOPMENT, LTD. A FLORIDA ENTITY, #A98000002597

,

INTO

MHLP, LLC, a Florida entity, L02000034568

File date: December 27, 2002, effective December 31, 2002

Corporate Specialist: Joey Bryan

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

CALOR DEVELOPMENT, LTD. #A98000002597
(a Florida limited partnership)

AND

MHLP, LLC #L02000034568
(a Florida limited liability company)

EFFECTIVE DATE
12/31/02

Pursuant to the provisions Section 620.203 of the Florida Revised Uniform Limited Partnership Act (the "Act"), and the provisions of Section 608.4382 of the Florida Limited Liability Company Act (the "FLLCA") these Articles of Merger provide that:

- I. Calor Development, Ltd., a Florida limited partnership ("Calor"), shall be merged with and into MHLP, LLC, a Florida limited liability company ("MHLP"), which shall be the surviving entity.
- II. The merger shall become effective on December 31, 2002.
- III. The Plan of Merger (attached hereto), pursuant to which Calor shall be merged with and into MHLP, was approved by the partners of Calor by joint written consent dated December 26, 2002, pursuant to Section 620.202 of the Act.
- IV. The Plan of Merger, pursuant to which Calor shall be merged with and into MHLP, was approved by the members of MHLP by written consent dated December 26, 2002, pursuant to Section 608.4381 of the FLLCA.
- V. The Articles of Organization of MHLP, the surviving entity are not to be amended or changed by the merger.
- VI. The address of the principal place of business of MHLP, the surviving entity, is: 601 Biscayne Boulevard, Miami, FL 33132, c/o Raquel Libman.
- VII. These Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

PLAN OF MERGER

The following plan of merger is submitted in compliance with Section 608.4382 of the Florida Limited Liability Company Act and with Sections 620.201 and 620.203 of the Florida Revised Uniform Limited Partnership Act, and as attached hereto as Exhibit A.

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Calor and MHLP by their authorized representatives as of December 26, 2002.

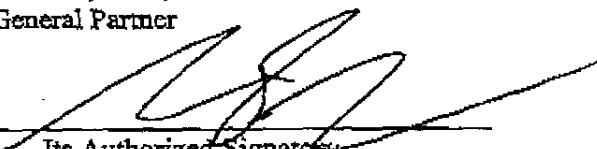
CALOR DEVELOPMENT, LTD.

By: FBA II, INC.,
its General Partner

By: 
Its Authorized Signatory
Samuel D. Schulman, Vice President

MHLP, LLC
By: MIAMI HEAT LIMITED PARTNERSHIP,
its sole Member

By: FBA II, INC.,
its General Partner

By: 
Its Authorized Signatory
Samuel D. Schulman, Vice President

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EXHIBIT A

**PLAN OF MERGER
OF
CALOR DEVELOPMENT, LTD.
(a Florida limited partnership)
and
MHLP, LLC
(a Florida limited liability company)**

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PLAN OF MERGER

This Plan of Merger (the "Agreement") is entered into by and between Calor Development, Ltd., a Florida limited partnership ("Calor"), and MHLP, LLC, a Florida limited liability company ("MHLP"), this 26 day of December, 2002. (Calor and MHLP may be collectively referred to as the "Constituent Entities").

RECITALS

WHEREAS, the partners of Calor (the "Calor Partners") and the Managers and Members of MHLP (the "MHLP Managers") deem it advisable and in the best interests of their respective companies that, subject to the conditions and other provisions contained herein, Calor merge with and into MHLP (the "Merger"), with MHLP as the surviving entity in the Merger (the "Surviving Entity");

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a reorganization within the meaning of Section 708 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulation § 1.708-1(c)(1)-(7) as applicable;

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and covenants contained herein, the parties hereto hereby agree as follows:

1. The Merger. On the terms and subject to the conditions of this Agreement, and in accordance with the Florida Revised Uniform Partnership Act (the "Act"), and the Florida Limited Liability Company Act (the "FLLCA") at the Effective Date (as hereinafter defined), Calor will be merged with and into MHLP, whereupon the separate limited partnership existence of Calor will cease and MHLP will be the Surviving Entity. From and after the Effective Date, the Surviving Entity will possess all the rights, privileges and powers and will assume all of the liabilities, obligations and duties of Calor. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date (i) all the rights, privileges, powers and franchises, of a public as well as of a private nature, and all property, real, personal and mixed, and all and every other interest belonging to or due to Calor, shall continue to be held by or shall be taken and deemed to be transferred to, and vested in Surviving Entity, without further act or deed, and (ii) all debts, liabilities, duties and obligations of Calor shall continue to be or shall become the debts, liabilities duties and obligations of the Surviving Entity without further act or deed, and neither the rights of creditors nor any liens upon the property of Calor shall be impaired by the Merger.

2. Effective Date. As soon as practicable the Surviving Entity will execute and file articles of merger (the "Articles of Merger") with the Florida Department of State in accordance with the Act and the FLLCA, and (ii) the parties will make any other filings and recordings required under the Act and the FLLCA. The Merger will become effective, as of December 31, 2002 (the "Effective Date").

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3. Articles of Organization of Surviving Entity. From and after the Effective Date, the Articles of Organization of the Surviving Entity will be the Articles of Organization of MHL P as in effect immediately prior to the Effective Date, until further amended or restated in accordance therewith and the FLLCA.

4. Operating Agreement of Surviving Entity. From and after the Effective Date, the Operating Agreement of the Surviving Entity will be the Operating Agreement of MHL P as in effect immediately prior to the Effective Date, until further amended or restated in accordance therewith and the FLLCA.

5. Managers of Surviving Entity. From and after the Effective Date, the Managers of the Surviving Entity will be the MHL P Managers immediately prior to the Effective Date, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

6. Effect of Merger on the Partnership Interest in Calor. At the Effective Date, by virtue of the Merger and without any action from any holder of an interest in Calor, all of the interest in Calor held by a general partner or limited partner of Calor at the Effective Date, if any, will be cancelled and retired and will cease to exist without payment of any consideration therefore.

7. Tax Treatment. Each of Calor and MHL P will use its reasonable best efforts to cause the Merger to qualify as a reorganization under the provisions of Section 708 of the Code. As such, each agrees that they will file all applicable tax returns, notifications, and any other document required under the Code.

8. Transfer and Gains Taxes. Calor and MHL P will cooperate in the preparation, execution and filing of all returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording registration and other fees and any similar taxes which become payable in connection with the transactions contemplated by this Agreement, or other agreements contemplated herein.

9. Authority of the Calor Partners and of MHL P Managers. Each of the Calor Partners and the MHL P Managers and of the Surviving Entity are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or to put into effect any of the provisions of this Agreement or of the Merger herein provided for.

10. Amendments to this Agreement. This Agreement may be amended by the Calor Partners and MHL P Managers any time prior to the filing of the Articles of Merger with the State of Florida.

11. Authority of Signatory. Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he or she is signing.

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12. Counterparts. This Agreement may be executed in original or facsimile in multiple counterparts by Calor and MHLP, each of which counterparts shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

13. Termination of Plan of Merger. At any time prior to the filing of the Articles of Merger with the State of Florida, whether before or after approval of this Agreement by the respective partners and members of the Constituent Entities, this Agreement may be terminated by mutual consent of the Calor Partners and the MHLP Managers.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to conflicts of laws principles thereunder.

15. Assignment. Neither this Agreement, nor any of the rights, interests or obligations under this Agreement, may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

16. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

17. Closing. The closing of the Merger will take effect upon the filing of the Articles of Merger.

18. The name and address of the sole managing member of MHLP, LLC is Miami Heat Limited Partnership, 601 Biscayne Boulevard, Miami, Florida 33132.

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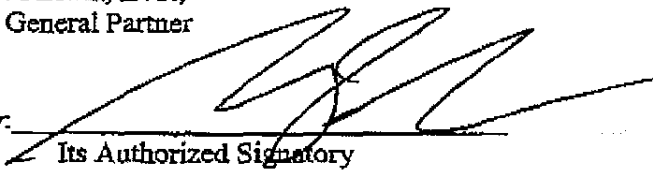
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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, this Plan of Merger has been executed on behalf of the undersigned entities by their authorized officers on the day and year first above written.


CALOR DEVELOPMENT, LTD.

By: FBA II, INC.,
its General Partner

By: 
Its Authorized Signatory
Samuel D. Schulman, Vice President

MHLP, LLC
By: MIAMI HEAT LIMITED PARTNERSHIP,
its sole Member

By: FBA II, INC.,
its General Partner

By: 
Its Authorized Signatory
Samuel D. Schulman, Vice President

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