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REINMAN, MATHESON, KOSTRO, VAUGHAN & DURHAM, P.A.  
MELBOURNE • ORMOND BEACH

James L. Reinman  
Maureen Monaghan Matheson  
Victor S. Kostro  
Kathryn A. Vaughan  
Gregory P. Durham, Sr.

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Melbourne, Florida 32901  
Telephone (321) 768-2001  
Facsimile (321) 676-0729

September 18, 2002

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Secretary of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, FL 32314

RE: Articles of Merger

Dear Sir or Madam:

L01-10780

Enclosed herewith please find an original and one copy of Articles of Merger of Performax Health Studio, Inc. into Club Performax, L.L.C., with attached Plan of Merger. Please file same and return proof of filing to this office.

Also enclosed is our check in the amount of \$60.00 as filing fee (\$30.00 of the corporation and \$25.00 for the LLC). Should you have any questions regarding this filing, please contact the undersigned

Sincerely,

V. S. Kostro

VICTOR S. KOSTRO

VSK:pip  
Enclosures

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

PERFORMAX HEALTH STUDIO, INC. a Florida entity P98000076778

INTO

**CLUB PERFORMAX, L.L.C.**, a Florida entity, L01000010780

File date: September 23, 2002

Corporate Specialist: Lee Rivers

**ARTICLES OF MERGER**  
**OF**  
**PERFORMAX HEALTH STUDIO, INC.**  
**INTO**  
**CLUB PERFORMAX, L.L.C.**

898-76778

LO1-10780

Pursuant to Section 608.4382 of the Florida Statutes, the undersigned entities, PERFORMAX HEALTH STUDIO, INC., a Florida corporation (hereinafter referred to as "PHSI") and CLUB PERFORMAX, L.L.C., a Florida limited liability company (hereinafter referred to as "CPLLC"), adopt the following Articles of Merger for the purposes of merging PHSI into CPLLC.

**Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of PHSI into CPLLC is attached to these Articles as an exhibit and incorporated herein by this reference.

**Adoption to Plan.** There are 100 shares of common stock, of \$.01 par value of PHSI issued and outstanding that were entitled to vote on the Plan of Merger. 100 shares were voted in favor of the Plan of Merger and 0 shares were voted against the Plan of Merger, by Written Consent in Lieu of Meeting of the shareholders of PHSI dated July 30, 2002.

There are 970 units of membership of CPLLC issued and outstanding that were entitled to vote on the Plan of Merger. 810 units were voted in favor of the Plan of Merger and 0 units were voted against the Plan of Merger, by Written Consent in Lieu of Meeting of the Members of CPLLC dated July 30, 2002.

**Effective Date.** The Plan of Merger shall be effective as of filing these Articles of Merger with the Department of State of the State of Florida, or as otherwise determined by the State of incorporation of the constituent entities.

IN WITNESS WHEREOF, each of the undersigned entities have caused these Articles to be signed as of July 30, 2002.

PERFORMAX HEALTH STUDIO, INC.

By: [Signature]  
Name: Rodney B. Stewart  
Title: President

CLUB PERFORMAX, L.L.C.

By: [Signature]  
Name: Risa J. Stewart  
Title: Vice-President

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## **PLAN OF MERGER**

**PLAN OF MERGER** dated September 1, 2001, between CLUB PERFORMAX, L.L.C., a Florida limited liability company, hereinafter called the Surviving Entity, and PERFORMAX HEALTH STUDIO, INC., a Florida corporation, hereinafter called the Absorbed Corporation.

**WHEREAS**, CLUB PERFORMAX, L.L.C. is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 1208 Sarno Road, Melbourne, Florida 32935; and

**WHEREAS**, CLUB PERFORMAX, L.L.C. has a capitalization of 970 unit shares of Membership units; and

**WHEREAS**, PERFORMAX HEALTH STUDIO, INC. is a corporation organized and existing under the laws of the State of Florida with its principal office at 1208 Sarno Road, Melbourne, Florida 32935; and

**WHEREAS**, PERFORMAX HEALTH STUDIO, INC. has a capitalization of 10,000 authorized shares of \$.01 par value common stock, of which 100 shares are issued and outstanding; and

**WHEREAS**, the Board of Directors of PERFORMAX HEALTH STUDIO, INC. a majority of the Members of CLUB PERFORMAX, L.L.C. deem it desirable and in the best business interests of the entities, their Shareholders and Members that PERFORMAX HEALTH STUDIO, INC. be merged into CLUB PERFORMAX, L.L.C. pursuant to the provisions of the Florida Business Corporation Act.

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In consideration of the mutual covenants, and subject to the terms and conditions hereafter set forth, the constituent entities agree as follows:

1. Merger. PERFORMAX HEALTH STUDIO, INC., a Florida corporation, shall merge with and into CLUB PERFORMAX, L.L.C., a Florida limited liability company, which shall be the Surviving Entity.

2. Terms and Conditions. On the effective date of the merger, the separate existence of the Absorbed Corporation shall cease, and the Surviving Entity shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Absorbed Corporation, without the necessity for any separate transfer. The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Corporation and neither the rights of creditors nor any liens on the property of the Absorbed Corporation shall be impaired by the merger.

3. Conversion of Shares. The manner and basis of converting the shares of the Absorbed Corporation into unit shares of the Surviving Entity is as follows:

(a) Each share of the \$.01 par value common stock of PERFORMAX HEALTH STUDIO, INC., a Florida corporation, issued and outstanding on the effective date of the merger shall be converted into eight and one-tenth (8.1) unit shares of the Membership units of CLUB PERFORMAX, L.L.C., a Florida limited liability company, which unit shares of the Surviving Entity shall thereupon be issued and outstanding. However, in no event shall fractional units of the Surviving Entity be issued. In lieu of the issuance of fractional units to which any holder of the units of the Absorbed Corporation would otherwise be entitled as a result of the conversion, a payment in cash shall be made equal to the value of such fraction, based on the market value of the common stock on the effective date of the merger.

(b) The conversion shall be effected as follows: After the effective date of the merger, each holder of certificates for shares of common stock in the Absorbed Corporation shall surrender them to the Surviving Entity or its duly appointed agent, in such manner as the Surviving Entity shall legally require. On receipt of such share certificates, the Surviving Entity shall issue and exchange therefor certificates for unit

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shares in the Surviving Entity, representing the number of such units to which such holder is entitled as provided above.

(c) Holders of certificates of common stock of the Absorbed Corporation shall not be entitled to dividends payable on units of ownership in the Surviving Entity until certificates have been issued to such Members. Thereafter, each such Member shall be entitled to receive any dividends on unit shares of the Surviving Entity issuable to them hereunder which may have been declared and paid between the effective date of the merger and the issuance to such Members of the certificate for his or her units in the Surviving Entity.

4. Changes in Articles of Organization. The Articles of Organization of the Surviving Entity shall continue to be its Articles of Organization following the effective date of the merger.

5. Changes in Operating Agreement. The Operating Agreement of the Surviving Entity shall continue to be its Operating Agreement following the effective date of the merger.

6. Managing Members. The Managing Members and officers, if any, of the Surviving Entity on the effective date of the merger shall continue as the Managing Members and officers of the Surviving Entity for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

7. Prohibited Transactions. Neither of the constituent entities shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the constituent entity may take all action necessary or appropriate under the laws of the State of Florida and consummate this merger.

8. Approval by Shareholders/Members. This Plan of Merger was submitted for the approval of the Shareholders/Members of the constituent entities in the manner

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provided by the laws of the State of Florida by Written Consents in Lieu of Meeting and this Plan was approved by a majority of those Shareholders/Members entitled to vote thereon.

9. Effective Date of Merger. The effective date of this merger shall be the date when Articles of Merger are filed by the Florida Department of State or as otherwise determined by the State of incorporation of the constituent entities.

10. Principal Office of Surviving Entity. The principal office of the Surviving Entity shall be 1208 Sarno Road, Melbourne, Florida 32935.

11. Consent to Service. The Surviving Entity hereby consents to be sued and served with process in the State of Florida, to enforce any obligation of PERFORMAX HEALTH STUDIO, INC. or to enforce the rights of a dissenting shareholder of PERFORMAX HEALTH STUDIO, INC..

12. Entire Agreement. This Agreement and the Exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction.

13. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

14. Governing Law/Venue. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue shall be in Brevard County.

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EXECUTED on behalf of the parties by their offices, sealed with their corporate seals, and attested by their respective Secretaries or Managing Members pursuant to the authorization of their respective Boards of Directors or Members on the date first above written.

CLUB PERFORMAX, L.L.C.

By: Rodney B. Stewart  
Name: Rodney B. Stewart  
Title: President  
(SEAL)

PERFORMAX HEALTH STUDIO, INC.

BY: Rodney B. Stewart  
Rodney B. Stewart, President

ATTEST:

Risa J. Stewart  
Risa J. Stewart, Secretary  
(SEAL)

PERFORMAX  
HEALTH STUDIO, INC.  
STATE OF FLORIDA  
8661 1998

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