



UCC FILING & SEARCH SERVICES, INC.  
 526 East Park Avenue  
 Tallahassee, Florida 32301  
 (850) 681-6528

HOLD  
 FOR PICKUP BY  
 UCC SERVICES  
 OFFICE USE ONLY

December 27, 2001

LO10000020419

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Heartwood 2 Inc. into Heartwood 2 LLC

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

EFFECTIVE DATE  
 01/01/02

NEW FILINGS	
	Profit
	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
X	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

800004740928--1  
 -12/27/01-01033-002  
 270.00 \*\*\*\*90.00

TB  
 12-801

ARTICLES OF MERGER  
Merger Sheet

MERGING:

HEARTWOOD 2, INC., A FLORIDA ENTITY S29636

INTO

HEARTWOOD 2, LLC, a Florida entity, L01000020419

File date: December 28, 2001, effective January 1, 2002

Corporate Specialist: Trevor Brumbley

APR 10 2002  
11 AM  
FILED  
01 DEC 28 PM 2:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF  
HEARTWOOD 2, INC. 529630  
WITH AND INTO  
HEARTWOOD 2, LLC LD10000ZD419

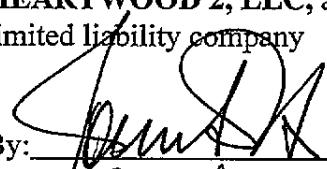
Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act, HEARTWOOD 2, LLC, a Florida limited liability company, as the Surviving Entity in a Merger, hereby submits the following Articles of Merger:

1. **Parties to the Merger:** The names of the entities which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Heartwood 2, Inc., a Florida corporation (the "Merging Corporation"), and Heartwood 2, LLC, a Florida limited liability company. The Surviving Entity in the Merger is Heartwood 2, LLC, a Florida limited liability company (the "Surviving Entity").
2. **Plan of Merger:** The plan of merger is set forth in an Agreement and Plan of Merger, dated as of December 10, 2001, between the Merging Corporation and the Surviving Entity (the "Agreement of Merger"), a copy of which is attached hereto as Exhibit A.
3. **Approval:** The Agreement of Merger was approved by (a) the sole shareholder of the Merging Corporation in accordance with the applicable provisions of the Florida Business Corporation Act, F.S. Chapter 607, and (b) the sole member of the Surviving Entity in accordance with the Florida Limited Liability Company Act, F.S. Chapter 608.
4. **Effective Date:** The Merger shall become effective on January 1, 2002.

Dated the 10th day of December, 2001.

**SURVIVING ENTITY:**

**HEARTWOOD 2, LLC**, a Florida limited liability company

By:   
Name: JAMES A. WHITE  
Title: PRESIDENT

**MERGING CORPORATION:**

**HEARTWOOD 2, INC.**, a Florida corporation

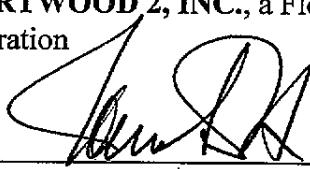
By:   
Name: JAMES A. WHITE  
Title: PRESIDENT

Exhibit A

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") made and entered into this 20<sup>th</sup> day of December, 2001 by and between **Heartwood 2, Inc.**, a Florida corporation with its principal office located at 1750 East Sunrise Boulevard, Fort Lauderdale, Florida 33304 (hereinafter referred to as the "Merging Corporation"), and **Heartwood 2, LLC**, a Florida limited liability company, with its principal office located at 1750 East Sunrise Boulevard, Fort Lauderdale, Florida 33304 (hereinafter referred to as the "Surviving Entity").

**WITNESSETH:**

**WHEREAS**, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida;

**WHEREAS**, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

**WHEREAS**, pursuant to duly authorized action by their respective Board of Directors and sole shareholder (the "Shareholder") and the Management Committee and sole member (the "Member"), as applicable, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act;

**NOW THEREFORE**, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. **MERGER**. The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity.

2. **EFFECTIVE DATE OF MERGER**. The Merger shall be effective at 12:00 a.m. on January 1, 2002 (the "Effective Date").

3. **SURVIVING ENTITY**. On and after the Effective Date of the Merger:

(a) The Surviving Entity shall be the surviving entity, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act.

APPROVED  
AND  
FILED  
TAKIYAH STATE  
PASSE, FLORIDA  
FEB 28 2002  
2:33 PM

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity.

(c) The Surviving Entity shall remain a manager managed limited liability company. The names and addresses of the members of the Management Committee are:

Alan B. Levine 1750 E. Sunrise Boulevard  
Fort Lauderdale, FL 33304

James A. White 1750 E. Sunrise Boulevard  
Fort Lauderdale, FL 33304

4. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the Merger are as follows:

(a) **Operating Agreement.** The Operating Agreement of the Surviving Entity shall continue on and after the Effective Date as the Operating Agreement of the Surviving Entity.

5. **MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING CORPORATION.** The issued and outstanding shares and rights to acquire shares of the Merging Corporation shall be converted as follows:

(a) Each and every share of common stock of the Merging Corporation and each right to acquire shares of common stock or other securities of the Merging Corporation shall be canceled and no longer be issued or outstanding, and no membership interests in the Surviving Entity will be issued in respect thereof.

(b) The Member of the Surviving Entity shall remain the Member of the Surviving Entity.

6. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective Board of Directors and Shareholder or Management Committee and Member, as the case may be, of the Merging Corporation and the Surviving Entity. Subsequent to the execution of this Agreement by the duly authorized officers of the Merging Corporation and the Surviving Entity, such officers of the Merging Corporation and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

APPROVED  
AND  
FILED  
FEB 28 PM 2:34  
CLERK OF STATE  
TENNESSEE, FLORIDA

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the Shareholder of the Merging Corporation and the Member of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

**IN WITNESS WHEREOF**, Heartwood 2, Inc. and Heartwood 2, LLC have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**HEARTWOOD 2, INC.**, a Florida corporation, the Merging Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HEARTWOOD 2, LLC**, a Florida limited liability company, the Surviving Entity

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED  
AND  
FILED  
01 DEC 28 PM 2:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA