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Division of Corporations Page 1 of 1

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Florida Department of State
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MERGER OR SHARE EXCHANGE

HEXAGON LEASING, LLC

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DIVISION OF CORPORATIONS

Certificate of Status	0
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96

ARTICLES OF MERGER
Merger Sheet

MERGING:

HEXAGON LEASING CORP. a Florida entity J33316

INTO

HEXAGON LEASING, LLC, a Florida entity, L02000033519

File date: December 20, 2002

Corporate Specialist: Lee Rivers



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 20, 2002

HEXAGON LEASING, LLC
301 CLEMATIS STREET, STE. 300
WEST PALM BEACH, FL 33401

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

Please include the management information, as we discussed by telephone this afternoon. Thank you.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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**ARTICLES OF MERGER
OF
HEXAGON LEASING CORP.
INTO
HEXAGON LEASING, LLC**

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602-33519

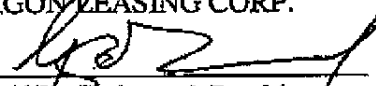
Pursuant to Sections 607.1109 and 608.4382 of the Florida Statutes, the undersigned hereby certify that:

1. The name and state of formation of each of the merging entities are:
 - (a) Hexagon Leasing Corp., a corporation organized under the laws of the State of Florida ("Hexagon Leasing Corp."); and
 - (b) Hexagon Leasing, LLC, a limited liability company organized under the laws of the State of Florida ("Hexagon Leasing, LLC").
2. A Plan and Agreement of Merger (the "Plan") has been approved, adopted, and executed by Hexagon Leasing Corp. and Hexagon Leasing, LLC in accordance with Sections 607.0704, 607.0821, 607.1103, 607.1108, 608.4231, 608.438 and 608.4381 of the Florida Statutes. A copy of the Plan is attached hereto as Exhibit A.
3. Written consent and approval have been given in accordance with the provisions of Sections 607.1103 and 608.4381 of the Florida Statutes, and written notice has been waived as provided in Sections 607.0706 and 608.4381 of the Florida Statutes.
4. The name of the surviving company is Hexagon Leasing, LLC.
5. The Articles of Organization of Hexagon Leasing, LLC shall be the Articles of Organization of the surviving company.
6. The surviving company is a Florida limited liability company.
7. The merger shall be effective on the date of filing of the Articles of Merger.
8. Hexagon Leasing, LLC hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Hexagon Leasing Corp., as well as for the enforcement of any obligation of Hexagon Leasing Corp. arising from the merger, and Hexagon Leasing, LLC hereby appoints Ralf D. Gschwend as its agent to accept service of process in any suit or other proceeding.


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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized representatives as of December 11, 2002.

HEXAGON LEASING CORP.

By: 
Ralf D. Gschwend, President

HEXAGON LEASING, LLC

By: 
Ralf D. Gschwend, Member

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EXHIBIT A

**PLAN AND AGREEMENT OF MERGER
BETWEEN
HEXAGON LEASING CORP.
AND
HEXAGON LEASING, LLC**

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of December 11, 2002 by and between Hexagon Leasing Corp., a Florida corporation ("Hexagon Leasing Corp."), and Hexagon Leasing, LLC, a Florida limited liability company ("Hexagon Leasing, LLC").

WITNESSETH:

WHEREAS, Hexagon Leasing Corp. is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Hexagon Leasing, LLC is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the laws of the State of Florida permit a merger of a Florida corporation with and into a Florida limited liability company;

WHEREAS, the Board of Directors of Hexagon Leasing Corp. deems it advisable and in the best interests of Hexagon Leasing Corp. and its shareholders that Hexagon Leasing Corp. merge with and into Hexagon Leasing, LLC pursuant to the Florida Statutes;

WHEREAS, the sole member of Hexagon Leasing, LLC deems it advisable and in the best interests of Hexagon Leasing, LLC and its members that Hexagon Leasing Corp. merge with and into Hexagon Leasing, LLC pursuant to the Florida Statutes; and

WHEREAS, Hexagon Leasing Corp. and Hexagon Leasing, LLC have agreed that Hexagon Leasing Corp. shall merge into Hexagon Leasing, LLC upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement, and in order to consummate this transaction described above, Hexagon Leasing Corp. and Hexagon Leasing, LLC agree as follows:

1. Hexagon Leasing Corp. and Hexagon Leasing, LLC agree that Hexagon Leasing Corp. shall be merged with and into Hexagon Leasing, LLC, as a single company, upon the terms and conditions of this Agreement, and that Hexagon Leasing, LLC shall continue under the laws of the State of Florida as the surviving company (the "Surviving Company"), and they

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further agree that the purposes, the registered agent and the address of the registered office of the Surviving Company shall be as appears in the Articles of Organization of Hexagon Leasing, LLC as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the effective date, and until further amended, altered or restated as provided by law, the Articles of Organization, separate and apart from this Agreement, shall be and may be separately certified as the Articles of Organization of the Surviving Company.

2. This Agreement was submitted to the shareholders of Hexagon Leasing Corp. and to the members of Hexagon Leasing, LLC for their consent and approval in accordance with Sections 607.1103 and 608.4381 of the Florida Statutes, and was adopted and approved in accordance with the laws of the state, and this Agreement, the appropriate Articles of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.

3. The effective date for all purposes herein of the merger of Hexagon Leasing Corp. with and into Hexagon Leasing, LLC shall be the date of filing of the Articles of Merger (the "Effective Date" of the merger).

4. On the Effective Date, each share of Hexagon Leasing Corp.'s common stock issued and outstanding immediately before the Effective Date, by virtue of the merger and without any action on the part of the holder of a membership interest of Hexagon Leasing, LLC, shall be converted into a portion of the aggregate membership interests in Hexagon Leasing, LLC, expressed as a percentage, equal to the quotient of (i) one divided by (2) the number representing the total number of shares of Hexagon Leasing Corp.'s common stock issued and outstanding as of the Effective Date immediately prior to the consummation of the merger.

5. Hexagon Leasing Corp. and Hexagon Leasing, LLC shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

6. Upon the Effective Date, the transfer books of Hexagon Leasing Corp. shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

7. Prior to and at the Effective Date, Hexagon Leasing Corp. and Hexagon Leasing, LLC shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of Hexagon Leasing Corp., the officers and directors of Hexagon Leasing Corp. shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

8. At and after the Effective Date, Hexagon Leasing, LLC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, all of the property, real, personal, and mixed, of each of the merging

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entities; all debts due to Hexagon Leasing Corp. of whatever account shall be vested in Hexagon Leasing, LLC; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of Hexagon Leasing, LLC, as they were of the respective entities; the title to any real estate vested by deed or otherwise vested in Hexagon Leasing Corp., shall not revert or be in any way impaired, by reason of the merger, but shall be vested in Hexagon Leasing, LLC; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; all debts, liabilities, and duties of each of the merging entities shall thenceforth attach to Hexagon Leasing, LLC and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

9. Hexagon Leasing, LLC hereby appoints Ralf D. Gschwend as its initial registered agent for service of process in the State of Florida in any proceeding for enforcement of any obligation of Hexagon Leasing, LLC, as well as for any obligation of Hexagon Leasing Corp. arising from, or in connection with, this merger, including any suit or other proceeding to enforce the right of any dissenting shareholder determined pursuant to the provisions of the Florida Statutes.

10. This Agreement embodies the entire agreement between the parties. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

11. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

a. If to Hexagon Leasing Corp. at 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401; or

b. If to Hexagon Leasing, LLC at 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401.

12. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Hexagon Leasing Corp. and Hexagon Leasing, LLC, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

13. The name of the sole managing member of the Surviving Company is Ralf D. Gschwend, and his business address is 301 Clematis Street, Suite 3000, West Palm Beach, Florida 33401.

[Signature set forth on following page.]

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IN WITNESS WHEREOF, Hexagon Leasing Corp. and Hexagon Leasing, LLC, have signed this Plan and Agreement of Merger on the date first written above.

HEXAGON LEASING CORP.

By: /s/ Ralf D. Gschwend
Ralf D. Gschwend, President

HEXAGON LEASING, LLC

By: /s/ Ralf D. Gschwend
Ralf D. Gschwend, President

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