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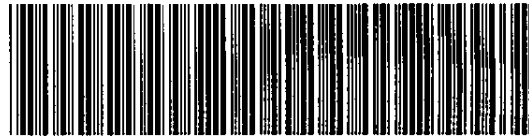
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A. LUNT

NOV -9 2010

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 NOV -8 PM 4:58

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: HEATH INTERESTS, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Monica Swords

Contact Person

Fox, Wackeen, Dungey

Firm/Company

3473 SE Willoughby Boulevard

Address

Stuart, FL 34994

City, State and Zip Code

mswords@foxwackeen.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Monica Swords

Name of Contact Person

at (772)

287-4444

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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2010 NOV - 8 PM 4:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HEATH HOLDINGS, LLC	New Jersey	limited liability company
HEATH INTERESTS, LLC	Florida	limited liability company
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HEATH INTERESTS, LLC	Florida	limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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TALLAHASSEE FLORIDA

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SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.4359, Florida Statutes.

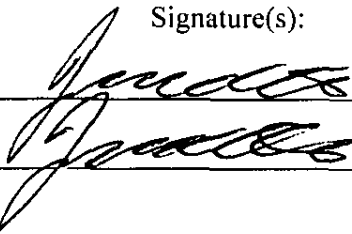
NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual

HEATH HOLDINGS, LLC



Jeffrey L. Heath, Manager

HEATH INTERESTS, LLC



Jeffrey L. Heath, Manager

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

MERGER between HEATH INTERESTS, LLC, a Florida limited liability company (the "Surviving LLC"), and HEATH HOLDINGS, LLC, a New Jersey limited liability company (the "Disappearing LLC") (collectively the "Constituent LLCs"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§608.401 et seq. of the Florida Limited Liability Company Act (the "Florida Act") and §§42:2B-1 et seq. of the New Jersey Limited Liability Company Act (the "New Jersey Act").

1. Articles of Organization and Operating Agreement. The Articles of Organization of Surviving LLC, in effect immediately before the Effective Date of the Merger (the "Effective Date" is hereinafter further defined), shall, without any changes, be the Articles of Organization of Surviving LLC from and after the Effective Date until further amended as permitted by law. The Operating Agreement of Disappearing LLC, in effect immediately before the Effective Date of the Merger (the "Effective Date" is hereinafter further defined), shall, without any changes, be the Operating Agreement of Surviving LLC from and after the Effective Date until further amended as permitted by law.

2. Distribution to Members of the Constituent LLCs. On the Effective Date, each membership unit of Disappearing LLC that shall be issued and outstanding at that time shall without more be converted into and exchanged for one (1) membership unit of Surviving LLC in accordance with this Plan. Each membership unit of Surviving LLC that is issued and outstanding on the Effective Date shall continue as outstanding membership units of Surviving LLC.

3. Satisfaction of Rights of Disappearing LLCs Members. All membership units of Surviving LLC into which membership units of Disappearing LLC shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted membership units.

4. Effect of Merger. On the Effective Date, the separate existence of Disappearing LLC shall cease, and Surviving LLC shall be fully vested in Disappearing LLCs' rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §608.4383 of the Florida Act; provided, however, for federal tax purposes, pursuant to Internal Revenue Code §708(a), Disappearing LLC shall be considered the resulting entity and the Surviving LLC shall retain the employer identification number of Disappearing LLC, pursuant to Treasury Regulations §1.708-1(c)(2). This Merger is intended to qualify as a tax-free merger under §708 of the Internal Revenue Code, and the Treasury Regulations promulgated under §708, which provides that the resulting entity for federal tax purposes is considered a continuation of the merging entity whose members own an interest of more than fifty percent (50%) in the capital and profits of the resulting entity or,

if multiple merging entities can be considered the resulting entity, a continuation of the merging entity which is credited with the contribution of assets having the greatest fair market value of the resulting entity.

5. **Supplemental Action.** If at any time after the Effective Date Surviving LLC shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate managers or members of Surviving LLC or Disappearing LLC, as the case may be, whether past or remaining as managers or members, shall execute and deliver, on the request of Surviving LLC, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving LLC, or to otherwise carry out the provisions of this Plan.

6. **Filing with the Florida Secretary of State and Effective Date.** On the Effective Date, Disappearing LLC and Surviving LLC shall cause their respective Managers to execute a Certificate of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Certificate of Merger as if fully set forth in such Certificate and shall become an exhibit to such Certificate of Merger. Thereafter, such Certificate of Merger shall be delivered for filing by Surviving LLC to the Florida Secretary of State and the New Jersey Secretary of State. In accordance with §608.4382 of the Florida Act and §42:2B-20 of the New Jersey Act, the filing date of the Certificate of Merger shall be the "Effective Date".

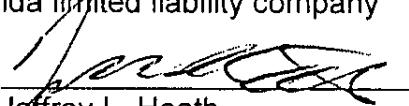
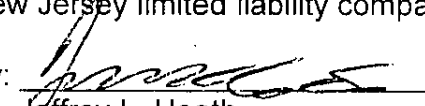
7. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent LLCs which is, or the Members of which are, entitled to the benefit thereof by action taken by the Members, or may be amended or modified in whole or in part at any time before the vote of the Members of the Constituent LLCs by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §608.4381 of the Florida Act and §42:2B-20 of the New Jersey Act.

8. **Termination.** At any time before the Effective Date, this Plan may be terminated and the Merger abandoned by mutual consent of the Members of all Constituent LLCs.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE TO PLAN OF MERGER

IN WITNESS WHEREOF, the parties have signed this Plan of Merger on this 2nd day of November, 2010.

SURVIVING LLC:	DISAPPEARING LLC:
<p>HEATH INTERESTS, LLC, a Florida limited liability company</p> <p>By:  Jeffrey L. Heath Its: Manager</p>	<p>HEATH HOLDINGS, LLC, a New Jersey limited liability company</p> <p>By:  Jeffrey L. Heath Its: Manager</p>