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MERGER OR SHARE EXCHANGE
FARG 43, LLC

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**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Florida limited liability companies in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, entity type, and jurisdiction of the merging party are as follows:

Heartwood 43, LLC, a Florida limited liability company

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

FARG 43, LLC, a Florida limited liability company

THIRD: The attached plan of merger was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The effective date of the merger shall be the date of filing of this Certificate of Merger with the Florida Department of State.

FIFTH: Signatures for each party:

SURVIVING PARTY:

FARG 43, LLC,
a Florida limited liability company

By: John K. Grelle
Name: John K. Grelle
Title: Manager

MERGING PARTY:

Heartwood 43, LLC,
a Florida limited liability company

By: John K. Grelle
Name: John K. Grelle
Title: Manager

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of September 11, 2013, is entered into by and between Heartwood 43, LLC, a Florida limited liability company ("Heartwood 43"), and FARG 43, LLC, a Florida limited liability company ("FARG 43").

WITNESSETH:

WHEREAS, Heartwood 43 is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, FARG 43 is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, the members of Heartwood 43 and FARG 43 deem it advisable and in the best interests of their respective companies to have Heartwood 43 merge with and into FARG 43 pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (the "Merger").

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

**ARTICLE 1
THE MERGER**

On the Effective Date of the Merger (as hereinafter defined) and in accordance with the laws of the State of Florida, Heartwood 43 shall merge with and into FARG 43, with FARG 43 being the limited liability company surviving the Merger (the "Surviving Company").

**ARTICLE 2
EFFECTIVE DATE**

A Certificate of Merger executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective on the date and time the Certificate of Merger is filed with the Secretary of State of the State of Florida (the "Effective Date of the Merger").

ARTICLE 3
CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Company; Effects of the Merger. Upon the Merger becoming effective and by virtue thereof Heartwood 43 and FARG 43 shall become and be a single limited liability company, with FARG 43 as the Surviving Company, and the separate limited liability company existence of Heartwood 43 and FARG 43 shall cease. The Merger shall have the effects set forth in Section 608.4383 of the Florida Limited Liability Company Act.

(b) Articles of Organization and Members of Surviving Company. Upon the Merger becoming effective:

(i) The Articles of Organization of FARG 43, as in effect immediately prior to the Merger becoming effective, shall be the Articles of Organization of the Surviving Company until amended in the manner provided by law and said Articles of Organization.

(ii) The Operating Agreement of FARG 43, as in effect immediately prior to the Merger becoming effective, shall be the Operating Agreement of the Surviving Company until amended in the manner provided by law, the Articles of Organization of the Surviving Company and said Operating Agreement.

(iii) The members of FARG 43 immediately prior to the Merger becoming effective shall continue as the members of the Surviving Company.

ARTICLE 4
CONVERSION AND EXCHANGE OF MEMBERSHIP INTERESTS
UPON THE EFFECTIVE DATE OF THE MERGER

(a) FARG 43 Membership Interests. Each membership interest in FARG 43 owned by the members of FARG 43 immediately prior to the Effective Date of the Merger shall continue to be owned by each member at and after the Effective Date of the Merger as the members' membership interests in the Surviving Company.

(b) Heartwood 43 Membership Interests. Upon the Effective Date of the Merger, each membership interest owned by the members of Heartwood 43 immediately prior to the Effective Date of the Merger shall be cancelled and extinguished.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.


(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.


(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be duly executed on their behalf as of the date first above written.


HEARTWOOD 43, LLC,
a Florida limited liability company

By: 
Name: Seth M. Wise
Title: Manager

By: 
Name: John K. Grelle
Title: Manager

FARG 43, LLC,
a Florida limited liability company

By: 
Name: Seth M. Wise
Title: Manager

By: 
Name: John K. Grelle
Title: Manager

[SIGNATURE PAGE -- PLAN AND AGREEMENT OF MERGER]