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P.97000019681

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September 28, 1999

Secretary of State
State of Florida
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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-09/29/99--01006--028
*****78.75 *****78.75

Re: Merger of Wilton Manors Gym, Inc., a Florida corporation, Into Whitecliff Designs, Inc. with a Change of Name to Wilton Manors Gym, Inc.

Gentlemen:

Enclosed herewith is an original and copy of Articles of Merger and Plan of Merger of Wilton Manors Gym, Inc. into Whitecliff Designs, Inc. (surviving corporation) and amending its name to Wilton Manors Gym, Inc.

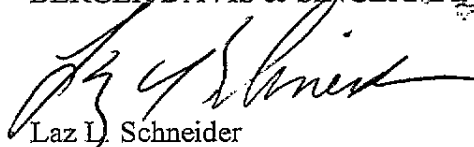
Please file the articles and return one (1) certified copy of the Articles and Plan of Merger.

We have enclosed our check in the amount of \$78.75 representing the \$70.00 filing fee for the merger and \$8.75 for a certified copy of the Articles of Merger and Plan of Merger.

Please telephone the undersigned if there are any questions.

Very truly yours,

BERGER DAVIS & SINGERMAN


Laz L. Schneider

LLS:mw
Enclosures

C. COULLIETTE SEP 29 1999

17677.1/4075.005/BDS_FTL2
9/28/99 wp8

ARTICLES OF MERGER
Merger Sheet

MERGING:

WILTON MANORS GYM, INC., a Florida corporation, P98000046681

INTO

WHITECLIFF DESIGNS, INC., a Florida entity, P97000019681

File date: September 29, 1999

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER
OF
WILTON MANORS GYM, INC.
A FLORIDA CORPORATION
AND
WHITECLIFF DESIGNS, INC.,
A FLORIDA CORPORATION**

FILED
99 SEP 29 AM 11:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), WILTON MANORS GYM, INC., a Florida corporation, and WHITECLIFF DESIGNS, INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging WILTON MANORS GYM, INC. with and into WHITECLIFF DESIGNS, INC. (the "Merger").

- FIRST:** The Plan of Merger is attached hereto as Exhibit A and incorporated herein.
- SECOND:** The Merger is to be effective immediately upon filing of these Articles of Merger with the Florida Secretary of State.
- THIRD:** The Plan of Merger was adopted by the unanimous written consent of the Shareholders of Wilton Manor Gym, Inc., dated 9/25, 1999, and by the unanimous written consent of the Shareholders of Whitecliff Designs, Inc. dated 7/25, 1999 which votes were sufficient for its approval.

IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be signed in its corporate name on the 25 day of SEPTEMBER, 1999.

WILTON MANORS GYM, INC.
a Florida corporation

By: [Signature]
Its: PRESIDENT

WHITECLIFF DESIGNS, INC.,
a Florida corporation

By: [Signature]
Its: PRESIDENT

EXHIBIT A

PLAN OF MERGER

1. Names of Merging Corporations

Wilton Manors Gym, Inc., a Florida corporation ("WMG"), shall be merged with and into Whitecliff Designs, Inc., a Florida corporation ("Whitecliff").

2. Terms and Conditions of the Proposed Merger

2.1 The Merger

The Merger shall occur at the Effective Time, as defined below, at which time the separate existence of WMG shall cease. Whitecliff shall be the surviving corporation (the "Surviving Corporation"). The name of the surviving corporation shall be Whitecliff Designs, Inc. the Surviving Corporation's corporate existence, with all of its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger. (WMG and Whitecliff are hereinafter sometimes collectively referred to as the "Constituent Corporations").

2.2 The Surviving Corporation

At the Effective Time of the Merger, the effect of the Merger shall be as provided in the applicable provisions of the Florida Business Corporation Act (the "FBCA").

The identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Whitecliff shall continue unaffected and unimpaired by the Merger; and the corporate franchises, existence and rights of WMG shall be merged with and into Whitecliff; and Whitecliff, as the Surviving Corporation, shall be fully vested therewith.

At the Effective Time of the Merger, the separate existence of WMG shall cease and, in accordance with the terms of the merger agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, and all property, real, personal and mixed; and all debts due on whatever account, including subscriptions to shares, all taxes, including those due and owing and those accrued, and all other choses in action, and all and every other interest of or belonging to or due to WMG and Whitecliff shall be taken and deemed to be transferred to, and vested in, the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of WMG and Whitecliff; and the title to any real estate, or interest therein, whether by deed or otherwise, vested in WMG and Whitecliff, shall not revert or be in any way impaired by reason of the Merger.

The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of WMG and Whitecliff; and any claim existing, or action or proceeding pending, by or against

WMG or Whitecliff may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in their place. Neither the rights of creditors nor any liens upon the property of WMG or Whitecliff shall be impaired by the Merger; and all debts, liabilities and duties of WMG and Whitecliff shall attach to the Surviving Corporation, and may be enforced against such Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by such Surviving Corporation.

The Constituent Corporations shall execute, deliver, acknowledge and record any and all documents necessary or appropriate to confirm and perfect the transfer of assets and property to the Surviving Corporation.

2.3 Articles of Incorporation

The Articles of Incorporation of Whitecliff shall be amended by deleting Article I in its entirety and replacing it with the following:

“Article I: The name of the Corporation is Wilton Manors Gym, Inc.”

The Articles of Incorporation of Whitecliff as in effect immediately prior to the Effective Time, as so amended, shall be the Articles of Incorporation of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with the FBCA.

2.4 Bylaws

The Bylaws of Whitecliff as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in the manner provided in such Bylaws and in accordance with the FBCA.

3. Manner and Basis of Converting Shares

3.1 Conversion

Each one (1) share of WMG common stock (“WMG Stock”) issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, and without any action on the part of the holders thereof, automatically be converted into ONE (1) fully paid and non-assessable share of common stock of Whitecliff (“Whitecliff Stock”) at the Effective Time of the Merger.

3.2 Treasury Shares

Any and all shares of WMG Stock held as treasury shares by WMG shall be canceled and retired at the Effective Time, and no consideration shall be delivered or paid in exchange therefor.

4. Effective Date of the Merger

The Merger shall become effective immediately upon the filing of Articles of Merger incorporating this Plan with the Florida Secretary of State (the “Effective Time”).