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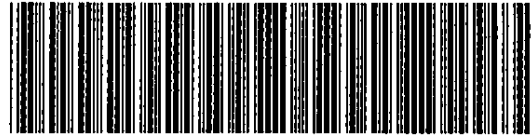
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07 MAY - 3 AM 10:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE 5-3-07

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SARASOTA, FLORIDA 34236

May 1, 2007

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

Re: Bonita Springs Village, Inc.

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TALLAHASSEE, FLORIDA

Gentlemen:

Enclosed please find for filing with your office Agreement, Plan and Articles of Merger merging Mandhel, Inc., a Florida corporation, with and into Bonita Springs Village, Inc., a Florida not for profit corporation. The filing fee of \$35 with respect to the merging and surviving corporations is also enclosed, together with the cost of one certified copy, for an aggregate of \$78.75.

If you have any questions or problems with respect to the enclosed Agreement, Plan and Articles of Merger, please contact the undersigned at your earliest convenience.

Thank you for your assistance with this filing.

Very truly yours,



Catherine J. Scott  
Certified Paralegal

Enclosures

**BONITA SPRINGS VILLAGE, INC.**  
**MANDHEL, INC.**  
**AGREEMENT, PLAN AND ARTICLES OF MERGER**

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER (herein collectively referred to as the "Plan") is made and entered into as of March 23, 2007 by and between BONITA SPRINGS VILLAGE, INC., a corporation formed and existing pursuant to Chapter 617, Florida Statutes, as amended, and which is referred to herein as "Bonita" and/or the "Surviving Corporation", and MANDHEL, INC., a corporation formed and existing pursuant to the provisions of Chapter 607, Florida Statutes, as amended and referred to herein as "Mandhel" and/or the "Non-surviving Corporation". Bonita and Mandhel are sometimes referred to in this Plan as the "Constituent Corporations". The Constituent Corporations maintain their offices in Bonita Springs, Florida.

**BACKGROUND and RECITALS**

A. Bonita, which shall be the Surviving Corporation of the merger being effected by this Plan, is a not-for-profit corporation formed and existing pursuant to Chapter 617, Florida Statutes, as amended, which is the Florida Not For Profit Corporation Act. Mandhel, which shall be the Non-surviving Corporation as a result of the merger being accomplished by the Plan, is a corporation for profit formed and existing pursuant to Chapter 607, Florida Statutes, as amended, the Florida Business Corporation Act.

B. The members of Bonita occupy that manufactured home facility locally known as Bonita St. James Village which is located in Bonita Springs, Florida (herein referred to as the "Village"). The Village is a resident-owned manufactured home community. The outstanding membership interests of Bonita are comprised of Class A memberships and Class B memberships. Pursuant to the Articles of Incorporation of Bonita, as amended to date, only the Class B memberships are entitled to vote with respect to matters submitted to such Class B membership holders for vote. Each Class B membership interest is entitled to one vote.

C. A portion of the real estate which constitutes the Village has been and is currently held of record by Mandhel (herein the "Mandhel Real Estate"). In late 1991 and early 1992, Bonita acquired all of the beneficial ownership interest of such Mandhel Real Estate in a transaction whereby Bonita acquired all of the outstanding voting equity securities of Mandhel, which consisted solely of one class of common stock. Accordingly, since at least January 1992, the beneficial owner of the Mandhel Real Estate has been Bonita. As a result of the consummation of this transaction, Mandhel became and has continued to be the wholly-owned corporate subsidiary of Bonita.

D. The continuing corporate existence of Mandhel has been determined by the respective Boards of Directors of Bonita and Mandhel to be unnecessary in that such continuing corporate existence of Mandhel creates undue burden with respect to record keeping, the preparation and filing of Federal income tax and other tax returns and other administrative and record keeping matters.

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E. Accordingly, the respective Boards of Directors of Bonita and Mandhel, which are constituted by the same persons, are hereby adopting the Plan as herein set forth.

NOW, THEREFORE, Bonita and Mandhel, in consideration of the mutual covenants, agreements and conditions set forth herein and in accordance with the statutes of Florida herein referenced and otherwise applicable, do hereby agree as follows:

ARTICLE I - Effect of Merger

Upon the Effective Date of the Merger (as described herein), which for financial accounting and reporting services shall be deemed to be as provided in Section 1.02:

1.01. Mandhel shall be merged with and into Bonita and Bonita shall be the Surviving Corporation and Bonita shall merge Mandhel into itself (such merger being sometimes referred to herein as the "Merger"). The separate existence of Mandhel shall cease except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger into another corporation. As appropriate, the directors of Mandhel shall take such action or allow such events to occur as shall effect the dissolution of Mandhel except as its continued existence may be required pursuant to the laws of Florida, including, without limitation, the provisions of Chapter 607.1404 and 607.1405, Florida Statutes, as amended. The corporate existence of Bonita shall continue on an uninterrupted basis subsequent to the Effective Date of the Merger and as the Surviving Corporation, Bonita shall continue to be governed by the laws of the State of Florida.

1.02 As the Surviving Corporation, Bonita shall, upon the effective date of the Merger, continue to exist as a validly formed corporation under Chapter 617, Florida Statutes, as amended, and the title to all real estate and other property, or any interest therein, owned by either of the Constituent Corporations to the Plan shall be vested in Bonita as the Surviving Corporation without reservation or impairment and Bonita, as the Surviving Corporation, shall henceforth be responsible and liable for all of the liabilities and obligations of Bonita and Mandhel. Moreover, any claim existing or action or proceeding pending by or against either of the Constituent Corporations to the Plan may be continued as if the Merger did not occur or Bonita as the Surviving Corporation may be substituted in the proceeding for Mandhel; neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations to the Merger shall be impaired by such Merger and no amendment shall be effected nor shall there be any restatement of the Articles of Incorporation of Bonita, as amended to date. The Effective Date of the Merger being consummated pursuant to the Plan shall be April 18, 2007, which is the date of the convening and conduct of a special meeting of the holders of the Class B voting memberships of Bonita, which holders approved the Plan by the requisite majority vote, each Class B membership interest being entitled to one vote or that later date upon which the Articles of Merger, as set forth in this Plan, are filed with the Department of State, State of Florida.

1.03 As and when requested by Bonita, as the Surviving Corporation, the officers and directors of Mandhel last in office shall and will execute and deliver such deeds and other

instruments and take or cause to be taken such further action as shall be necessary in order to vest, perfect or confirm of record or otherwise Bonita's title to and possession of all of the properties, rights, privileges, immunities, powers and franchises of Mandhel and to otherwise carry out the purposes of the Plan, such documents to include but not be limited to, the Special Warranty Deed whereby Mandhel as grantor conveys the Mandhel Real Estate to Bonita and/or the Memorandum of Merger, which instruments shall be recorded in the Office of the Recorder in and for Lee County, Florida.

1.04 The Bylaws of Bonita, as presently in force, shall continue to be in force.

#### ARTICLE II - No Exchange of Shares

Since Mandhel, the Non-surviving Corporation, is the wholly-owned subsidiary of Bonita and Bonita, as of the date of the Boards of Director action herein provided for, owns of record and beneficially all of the outstanding voting securities of Mandhel (consisting solely of common stock), there is no exchange of shares, securities or other items of property except the record title to the Mandhel Real Estate which shall be exchanged for all of the outstanding common stock held by Bonita which shares on the Effective Date of the Merger shall be deemed canceled and no longer outstanding.

#### ARTICLE III - Corporate Action

This Plan is being adopted by the Boards of Directors of the Constituent Corporations, Bonita and Mandhel, by virtue of unanimous written action of the undersigned persons who constitute all of the members of the Boards of Directors of Bonita and Mandhel and by signing below such persons also vote their Class B memberships FOR adoption of the Plan This Plan, together with any information relating thereto, shall be submitted to the holders of the voting Class B memberships of Bonita for such holder's consideration and vote thereon at a special meeting of such members to be properly convened and held and if this Plan is approved by a vote of a majority of the holders of the Class B memberships outstanding, this Plan shall be filed with the Department of State, State of Florida, and shall constitute Articles of Merger relating to the Constituent Corporations, Bonita and Mandhel, and the Merger shall be deemed consummated and the corporate existence of Mandhel terminated. Thereafter, the appropriate officers of Bonita shall cause the accountants of Mandhel to prepare a final Federal corporate tax return.

#### ARTICLE IV - Miscellaneous Matters

4.01 This Plan shall be governed by and construed in accordance with the laws of the State of Florida and is intended to be a plan meeting the requirements of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended to date.

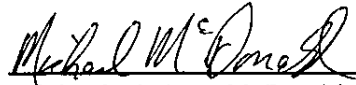
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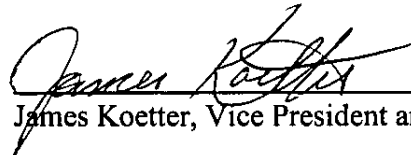
4.02 The headings of the several Articles utilized in this Plan are inserted for convenience of reference only and are not intended to be part of or to effect the meaning or interpretation of this Plan.

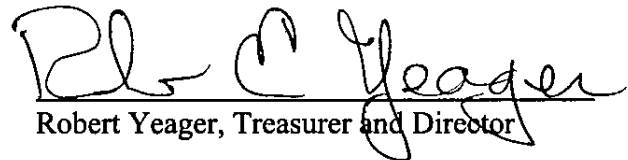
4.03 This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and representatives.

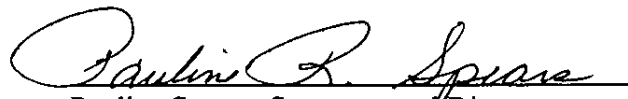
The foregoing Plan is being duly exercised by the President and Secretary of Bonita and Mandhel and by all of the members of the Boards of Directors of Bonita and Mandhel, which Boards of Directors are constituted by the same persons.

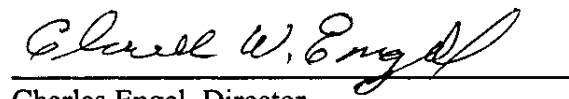
BONITA SPRINGS VILLAGE, INC.

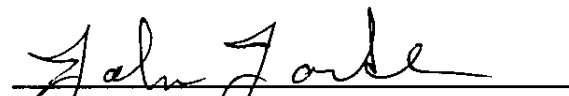
  
Michael McDonald, President and Director,

  
James Koetter, Vice President and Director

  
Robert Yeager, Treasurer and Director

  
Pauline Spears, Secretary and Director

  
Charles Engel, Director

  
John Jarke, Director

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Dale K Richardson  
Dale Richardson, Director

MANDHEL, INC.

Michael McDonald  
Michael McDonald, President and Director,

James Koetter  
James Koetter, Vice President and Director

Robert Yeager  
Robert Yeager, Treasurer and Director

Pauline R. Spears  
Pauline Spears, Secretary and Director

Charles A. Engel  
Charles Engel, Director

John Jarke  
John Jarke, Director

Dale K Richardson  
Dale Richardson, Director