

P00000092679

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

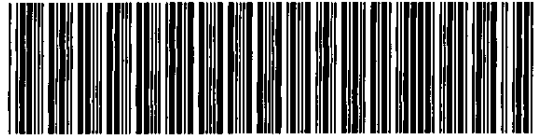
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400076669244

06/28/06--01034--008 **70.00

FILED
06 JUN 28 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

See memo

JOSEPH A. TROIANO, ESQ., PA

A PROFESSIONAL ASSOCIATION

12800 UNIVERSITY DRIVE, SUITE 380
FORT MYERS, FL 33907
239.482.3998 DIRECT
239.823.5222 CELL PHONE
239.466.2866 FAX
jat621@comcast.net

June 24, 2006

PRIVATE AND CONFIDENTIAL

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

**RE: LEGEND CUSTOM BUILDERS, INC.
BEST HOMES OF S.W. FLORIDA, INC.**

Dear Sir or Madam:

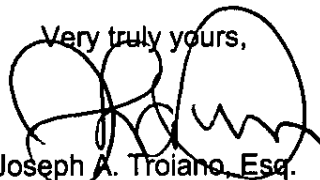
Enclosed for filing please find Articles of Merger whereby BEST HOMES OF S.W. FLORIDA, INC. is being merged into LEGEND CUSTOM BUILDERS, INC., the surviving corporation.

Also enclosed is our check in the amount of \$70.00 for the required filing fees.

Please return the Approved Articles of Merger to this office in the postage paid return envelope that we have provided.

Thank you for your assistance. Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,



Joseph A. Troiano, Esq.
For the Firm

JAT/bsb
Enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: LEGEND CUSTOM BUILDERS, INC.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

JOSEPH A. TROIANO, ESQ.
(Contact Person)

JOSEPH A. TROIANO, ESQ., PA
(Firm/Company)

12800 UNIVERSITY DRIVE, SUITE 380
(Address)

FORT MYERS, FL 33907
(City/State and Zip Code)

For further information concerning this matter, please call:

JOSEPH A. TROIANO, ESQ. At (239) 482-3998
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> <small>(If known/ applicable)</small>
LEGEND CUSTOM BUILDERS, INC.	FLORIDA	P00000092679

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> <small>(If known/ applicable)</small>
BEST HOMES OF S.W. FLORIDA, INC.	FLORIDA	P01000104222

FILED
 06 JUN 28 PM 2:50
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
 The Plan of Merger was adopted by the shareholders of the surviving corporation on 05/23/06.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 05/23/06 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
 The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 05/23/06.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 05/23/06 and shareholder approval was not required.

(Attach additional sheets if necessary)

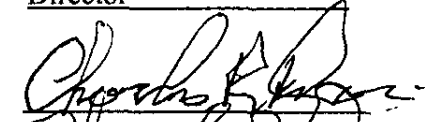
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director


Typed or Printed Name of Individual & Title

LEGEND CUSTOM BUILDERS, INC.



CHARLES R. DAVIS, PRESIDENT

BEST HOMES OF S.W. FLORIDA, INC.



CHARLES R. DAVIS, PRESIDENT

**WAIVER OF NOTICE OF
SPECIAL MEETING OF SOLE DIRECTOR AND SHAREHOLDER
OF
BEST HOMES OF S.W. FLORIDA, INC.**

I, Charles R. Davis, the undersigned, being the sole Director and Shareholder of BEST HOMES OF S.W. FLORIDA, INC. (the "Company"), hereby agrees and consents that the special meeting of the sole Director and Shareholder of the Company be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, as may be deemed advisable by and any Director or Shareholder present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: 12800 University Drive, Suite 380
Fort Myers, Florida 33907

Date of Meeting: May 23, 2006

Time of Meeting: 1:00 P.M.

Dated: May 23, 2006

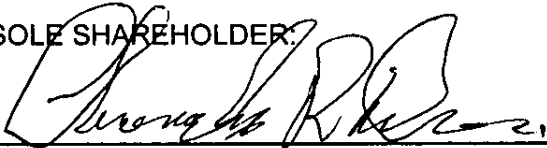
ATTEST:

SOLE DIRECTOR:



Charles R. Davis

SOLE SHAREHOLDER:



Charles R. Davis

**WAIVER OF NOTICE OF
SPECIAL MEETING OF SOLE DIRECTOR AND SHAREHOLDER
OF
LEGEND CUSTOM BUILDERS, INC.**

I, Charles R. Davis, the undersigned, being the sole Director and Shareholder of LEGEND CUSTOM BUILDERS, INC. (the "Company"), hereby agrees and consents that the special meeting of the sole Director and Shareholder of the Company be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, as may be deemed advisable by and any Director or Shareholder present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: 12800 University Drive, Suite 380
Fort Myers, Florida 33907

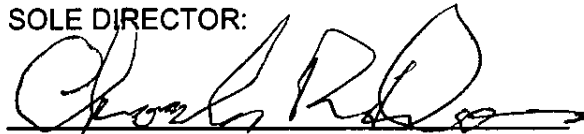
Date of Meeting: May 23, 2006

Time of Meeting: 1:30 P.M.

Dated: May 23, 2006

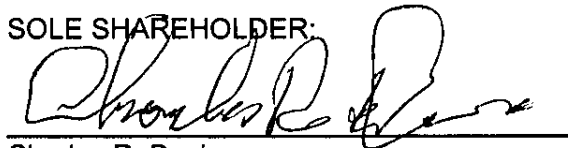
ATTEST:

SOLE DIRECTOR:



Charles R. Davis

SOLE SHAREHOLDER:



Charles R. Davis

**UNANIMOUS ACTION BY WRITTEN CONSENT
OF
THE SOLE DIRECTOR AND SHAREHOLDER
OF
BEST HOMES OF S.W. FLORIDA, INC.**

The undersigned, being the sole Director and Shareholder of BEST HOMES OF S.W. FLORIDA, INC. ("Company"), a Florida corporation, hereby take the following actions by unanimous written consent, without a meeting, in accordance with the Florida Corporation Act:


To approve the Agreement and Plan of Merger whereby LEGEND CUSTOM BUILDERS, INC. would merge with BEST HOMES OF S.W. FLORIDA, INC. after which LEGEND CUSTOM BUILDERS, INC. would be the surviving entity. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that, the Agreement and Plan of Merger be executed by the President of the Company and Articles of Merger be filed with the office of the Florida Department of State on or before May 23, 2006; and it was further

RESOLVED, that a copy of the executed Agreement and Plan of Merger be annexed to the minutes thereof.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

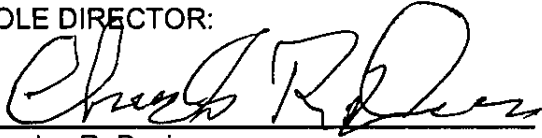
{SEAL}



Karen Coggins, Secretary

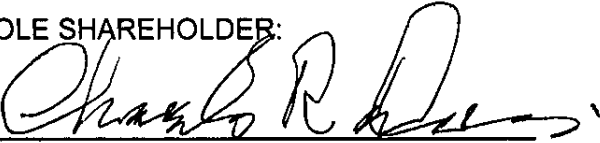
IN WITNESS WHEREOF, the undersigned have made and created this Action as of this 23rd day of May 2006.

SOLE DIRECTOR:



Charles R. Davis

SOLE SHAREHOLDER:



Charles R. Davis

**UNANIMOUS ACTION BY WRITTEN CONSENT
OF
THE SOLE DIRECTOR AND SHAREHOLDER
OF
LEGEND CUSTOM BUILDERS, INC.**

The undersigned, being the sole Director and Shareholder of LEGEND CUSTOM BUILDERS, INC. ("Company"), a Florida corporation, hereby take the following actions by unanimous written consent, without a meeting, in accordance with the Florida Corporation Act:

To approve the Agreement and Plan of Merger whereby LEGEND CUSTOM BUILDERS, INC. would merge with BEST HOMES OF S.W. FLORIDA, INC. after which LEGEND CUSTOM BUILDERS, INC. would be the surviving entity. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that, the Agreement and Plan of Merger be executed by the President of the Company and Articles of Merger be filed with the office of the Florida Department of State on or before May 23, 2006; and it was further

RESOLVED, that a copy of the executed Agreement and Plan of Merger be annexed to the minutes thereof.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the same was adjourned.

{SEAL}



Karen Coggins, Secretary

IN WITNESS WHEREOF, the undersigned have made and created this Action as of this 23rd day of May 2006.

SOLE DIRECTOR:



Charles R. Davis

SOLE SHAREHOLDER



Charles R. Davis

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 23rd day of May 2006, by and LEGEND CUSTOM BUILDERS, INC. a corporation organized and existing under the laws of the State Florida having an office at address 14 Del Prado Boulevard North #201; Cape Coral, Florida 33909 (the "Surviving Company) and BEST HOMES OF S.W. FLORIDA, INC., a corporation organized and existing under the laws of the State Florida having an office at address 14 Del Prado Boulevard North #201; Cape Coral, Florida 33909 (the "Merging Company").

WHEREAS, the Shareholders of the Surviving Company and the Shareholders of the Merging Company have deemed it advisable and to the advantage of both companies that the Merging Company merge into the Surviving Company upon the terms and conditions herein provided;

WHEREAS, the Surviving Company and the Merging Company intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Sections 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Shareholders of the Surviving Company and the Shareholders of the Merging Company have approved this Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Surviving Company and the Merging Company hereby agree to merge in accordance with the following plan:

1. Merger. The Merging Company shall be merged with and into the Surviving Company, and the Surviving Company shall survive the merger, all as, and with the effect, provided by the limited liability company laws of the State of Florida and this Agreement and Plan of Merger. As soon as practicable after the Shareholders of the Surviving Company and the Shareholders of the Merging Company approve this Agreement and Plan of Merger, an appropriate Articles of Merger shall be signed, verified and delivered for filing with the Florida Department of State. This Agreement and Plan of Merger shall become effective for purposes of all applicable law on the date the Articles of Merger are filed with the Florida Department of State (hereinafter referred to as the "Effective Time").

2. Officers and Governing Documents. The officers of the Surviving Company shall be the same upon the Effective Time as they are for the Surviving Company immediately prior thereto. The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization of the Surviving Company as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Bylaws of the Surviving Company, as in effect at the Effective Time, shall continue to be the Bylaws of the Surviving Company as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merging Company. At and after the Effective Time, the Surviving Company shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merging Company; any and all property, real, personal and mixed, and any and all debts due either of the Merging Company on whatever account, and all other choses in action, and all and every other interest of either of the Merging Company shall be taken and transferred to and vested in the Surviving Company without further act or deed; and the title to any real estate, or any interest therein, vested in the Merging Company shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by the Surviving Company, there shall be executed and delivered on behalf of the Merging Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of powers, franchises and authority of the Merging Company and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers of the Surviving Company are fully authorized in the name and on behalf of the Merging Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock Certificates of the Merging Company. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each issued and outstanding Stock Certificate of the Merging Company shall be changed and converted into one Stock Certificate of the Surviving Company.

6. Stock Certificates of the Surviving Company. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each Stock Certificate of the Surviving Company outstanding immediately prior thereto shall retain the status of an authorized and issued Stock Certificate of the Surviving Company.

7. Stock Certificates. At and after the Effective Time, each of the issued and outstanding Stock Certificates of the Merging Company shall be exchanged for Stock Certificates representing an equal number of Stock Certificates of the Surviving Company. Promptly upon such exchange, the Surviving Company shall cause to be cancelled and retired each such Stock Certificate representing each of the issued and outstanding Stock Certificates of the Merging Company represented thereby.

8. Employee Benefit Plans. As of the Effective Time, the Surviving Company shall assume all obligations of the Merging Company under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Surviving Company in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of each of the Merging Company immediately prior to the Effective Time shall be recorded on the books of the Surviving Company at the same amounts at which they were carried on the books of the Merging Company immediately prior to

the Effective Time.

(b) There shall be credited as stated capital in respect of the Stock Certificates of the Surviving Company the aggregate amount of the par value of all Stock Certificates issued as a result of the conversion of the issued and outstanding Stock Certificates of the Merging Company into Stock Certificates of the Surviving Company pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of the Surviving Company the amount credited as stated capital in respect of issued and outstanding Stock Certificates of the Merging Company pursuant to paragraphs (b) and (c) of this Section 9.

10. Amendment. At any time before or after approval and adoption by the Shareholders of the Merging Company and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Shareholders of the Merging Company to be necessary, desirable or expedient; provided, however, that, after approval of the Shareholders of the Surviving Company, such amendment may not materially and adversely alter or amend the terms of this Agreement and Plan of Merger.

11. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Shareholders of the Surviving Company or the Shareholders of the Merging Company or both, notwithstanding approval of this Agreement and Plan of Merger by the Shareholders of the Surviving Company or by the Shareholders of the Merging Company or any of them.

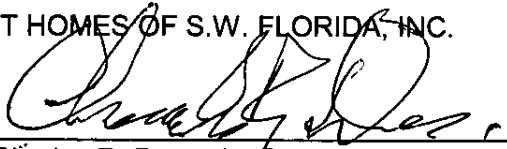
12. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the Companies hereto, pursuant to authority granted by the Shareholders of the Merging Company and the Shareholders of the Surviving Company has caused this Agreement and Plan of Merger to be executed by its President and attested to by its Secretary or Assistant Secretary and its corporate or company seal to be affixed hereto, as of the date first above written.

THE MERGING COMPANY:

BEST HOMES OF S.W. FLORIDA, INC.

By:


Charles R. Davis, Its President

[SEAL]

ATTEST:

Karen Coggins
Karen Coggins, Its Secretary

THE SURVIVING COMPANY:

LEGEND CUSTOM BUILDERS, INC.

By: *Charles R. Davis*
Charles R. Davis, Its President

[SEAL]

ATTEST:

Karen Coggins
Karen Coggins, Its Secretary