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ROBERT E. LINKIN
(ADMITTED IN NEW JERSEY AND TEXAS)
(FLORIDA ADMISSION PENDING)

WRITER'S DIRECT NO.
(305) 579-1534

August 28, 2003

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

Re: Articles of Merger-EWM Merger Corp./Esslinger-Wooten Maxwell, Inc.

Dear Sirs:

Enclosed please find the above-referenced Articles of Merger, Plan of Merger and the fee for filing with your office.

Please return all correspondence concerning this matter to the following:

Martin E. Doyle, Esq., or Robert E. Linkin, Esq.
Sacher, Zelman, Van Sant, et al
1401 Brickell Avenue
Miami, FL 33131

Should you have any questions regarding this matter, please feel free to reach me at (305) 371-8797.

Very truly yours,

Robert E. Linkin, Esq.

Enc.

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ARTICLES OF MERGER OF EWM MERGER CORP.
WITH AND INTO ESSLINGER-WOOTEN-MAXWELL, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1104 of the Florida Business Corporation Act for the purpose of merging EWM MERGER CORP., a Florida corporation, with and into ESSLINGER-WOOTEN-MAXWELL, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

Name of Corporation	State of Incorporation
EWM Merger Corp.	Florida
Esslinger-Wooten-Maxwell, Inc.	Florida

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2. The name which the Surviving Corporation is to have after the merger will be "Esslinger-Wooten-Maxwell, Inc."

3. This merger is permitted under the laws of the State of Florida. EWM Merger Corp. and Esslinger-Wooten-Maxwell, Inc. have complied with the applicable provisions of the laws of the State of Florida.

4. The Agreement and Plan of Merger of EWM Merger Corp. with and into Esslinger-Wooten-Maxwell, Inc. (the "Agreement And Plan of Merger") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of EWM Merger Corp., the parent corporation of Esslinger-Wooten-Maxwell, Inc. and the merging corporation in the merger, approved and adopted the Agreement and Plan of Merger by written consent dated as of July 31, 2003.

Pursuant to Sections 607.1104 and 607.1105 of the Florida Business Corporation Act no shares of Esslinger-Wooten-Maxwell, Inc. or EWM Merger Corp. were entitled to vote on the Agreement and Plan of Merger and all applicable notices and all requirements thereunder have been complied with.

6. These Articles of Merger, and the Agreement and Plan of Merger incorporated herein by reference, shall be effective when filed pursuant to Section 607.1109 of the Florida Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President of Esslinger-Wooten-Maxwell, Inc. and by the President of EWM Merger Corp., each thereunto duly authorized, as of the 27 day of August 2003.

ESSLINGER-WOOTEN-MAXWELL, INC.

By: _____
Ronald J. Peltier, President

EWM MERGER CORP.

By: _____
Ronald J. Peltier, President

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of July 31, 2003 between ESSLINGER-WOOTEN-MAXWELL, INC., a Florida corporation ("EWM"), and EWM Merger Corp., a Florida corporation ("Merger Corp."). EWM and Merger Corp. are sometimes collectively referred to in this Agreement as the "Constituent Corporations."

RECITALS

EWM is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on October 1, 1968 pursuant to the Florida Business Corporation Act (the "FBCA");

Merger Corp. is a wholly-owned subsidiary of HomeServices of Florida, Inc. and owns 83.7% of the issued and outstanding capital stock of EWM;

Merger Corp. is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on July 22, 2003 pursuant to the FBCA;

On the date of this Agreement, EWM has authority to issue 100,000,000 shares of common stock, no par value per share (the "EWM Common Stock"), of which 4,387,349 shares are validly issued and outstanding and fully paid and nonassessable. Additional shares of EWM Common Stock may be issued and outstanding shares may be retired before the Effective Time (defined below). Each share of EWM Common Stock is entitled to one vote on each matter submitted to a vote of the shareholders of EWM;

On the date of this Agreement, Merger Corp. has authority to issue 100 shares of common stock, no par value (the "Merger Corp. Common Stock"), of which 50 shares are validly issued and outstanding and fully paid and nonassessable. Shares of Merger Corp. Common Stock may be retired before the Effective Time. Each share of Merger Corp. Common Stock is entitled to one vote on each matter submitted to a vote of the shareholders of Merger Corp.;

The Board of Directors of Merger Corp. has determined that it is advisable and in the best interests of each corporation that Merger Corp. merge with and into EWM upon the terms and subject to the conditions set forth in this Agreement; and

The Board of Directors of Merger Corp. have approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, EWM and Merger Corp. agree as follows:

ARTICLE I

Merger Corp. shall be merged with and into EWM (the "Merger"), and EWM shall survive the Merger (the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Florida Secretary of State and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

ARTICLE II

At the Effective Time, in accordance with the provisions of this Agreement and the laws of the State of Florida:

1. The Constituent Corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of Merger Corp. shall cease.

2. The Surviving Corporation shall have all the rights, privileges, immunities and powers and be subject to all the duties and liabilities of a corporation under Florida law and shall have and possess all the rights, privileges, immunities and franchises, public or private, of both of the Constituent Corporations.

3. All property, real, personal and mixed, all debts due on whatever account, all rights of action, and all other assets or interests of any description of, belonging to, or due to either or both of, the Constituent Corporations shall be deemed to be transferred and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest in real estate, vested in either of the Constituent Corporations, shall not revert or be in any way impaired because of the Merger.

4. The Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of both of the Constituent Corporations, and all debts, liabilities and duties of both Constituent Corporations shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if the debts, liabilities and duties had been incurred or contracted, or both, by the Surviving Corporation. A claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place or the Surviving Corporation may be substituted in the place of the Constituent Corporation, as applicable. The rights of the creditors and any lien upon the property of the Constituent Corporations shall not be impaired by the Merger.

5. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of each Constituent Corporation, its shareholders, its board of directors and committees thereof, its officers and its agents that were valid and effective immediately before the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and

authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as the same were with respect to such Constituent Corporations.

6. From and after the Effective Time, the Articles of Incorporation of EWM as existing and constituted at the Effective Time shall constitute the Articles of Incorporation of the Surviving Corporation without change or amendment until the same are altered, amended or repealed in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

7. From and after the Effective Time, the Bylaws of Merger Corp., as existing and constituted at the Effective Time, shall constitute the Bylaws of the Surviving Corporation without change or amendment until the same are altered, amended or repealed in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

8. The directors of Merger Corp. at the Effective Time shall be and constitute the directors of the Surviving Corporation until their successors are elected or they are removed from office in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

9. The officers of Merger Corp. in office at the Effective Time shall be and constitute the officers of the Surviving Corporation until their successors are appointed or they are removed from office in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE III

The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. At the Effective Time, each of the 714,347 shares of EWM Common Stock outstanding immediately before the Effective Time owned by all shareholders other than Merger Corp. shall, without the surrender of stock certificates or any other action, be converted into the right to receive $3.00, subject to appropriate adjustment in the event of a stock dividend, stock split or other change in EWM's capitalization before the Effective Time.

2. At the Effective Time, each of the 3,673,002 shares of EWM Common Stock outstanding immediately before the Effective Time owned by Merger Corp. shall, without the surrender of stock certificates or any other action, be and remain one share of EWM Common Stock.

3. At the Effective Time, each share of Merger Corp. Common Stock outstanding immediately before the Effective Time shall be cancelled and shall be

deemed for all purposes null and void with no payment being made with respect thereto.

ARTICLE IV

At the Effective Time, the respective assets of EWM and Merger Corp. shall be taken up or continued on the books of the Surviving Corporation in the amounts at which the assets have been carried on their respective books immediately before the Effective Time, and the respective liabilities and reserves of EWM and Merger Corp. shall be taken up or continued on the books of the Surviving Corporation in the amounts at which those liabilities and reserves have been carried on their respective books immediately before the Effective Time.

ARTICLE V

Shareholders other than Merger Corp. are entitled to dissenters' rights with respect to the Merger under Sections 607.1301 through 607.1320 of the FBCA (the "Dissent Procedure"), copies of which are reprinted in full as Appendix I to this Agreement. Shareholders of EWM other than Merger Corp. who dissent from the Merger pursuant to the Dissent Procedure and comply with the Dissent Procedure may be entitled to be paid fair value for their shares (which may be greater than or less than $3.00 per share). FAILURE TO STRICTLY COMPLY WITH THE DISSENT PROCEDURES COULD RESULT IN THE LOSS OF DISSENTERS' RIGHTS.

ARTICLE VI

From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Merger Corp. 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, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Merger Corp., and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Merger Corp. or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VII

This Agreement shall be deemed and be taken to be the Plan of Merger of the Constituent Corporations upon the filing and recording of the documents and the doing of the acts and things that are required to accomplish the Merger under the laws of the State of Florida. This Agreement shall be furnished by the Surviving Corporation, on request and without cost, to any shareholder of either Constituent Corporation.

ARTICLE VIII

Notwithstanding anything in this Agreement to the contrary, this Agreement may, subject to the laws of the State of Florida, be amended, abandoned or postponed by the Board of Directors of Merger Corp. at any time before the Effective Time for any reason deemed appropriate by the Board of Directors of Merger Corp.

EWM and Merger Corp. have caused this Agreement to be executed and delivered as of the date first set forth above.

ESSLINGER-WOOTEN-MAXWELL, INC.

By: _____
Ronald J. Peltier, President

EWM MERGER CORP.

By: _____
Ronald J. Peltier, President

APPENDIX I

607.1301 Dissenters' rights; definitions.--The following definitions apply to ss. 607.1302 and 607.1320:

(1) "Corporation" means the issuer of the shares held by a dissenting shareholder before the corporate action or the surviving or acquiring corporation by merger or share exchange of that issuer.

(2) "Fair value," with respect to a dissenter's shares, means the value of the shares as of the close of business on the day prior to the shareholders' authorization date, excluding any appreciation or depreciation in anticipation of the corporate action unless exclusion would be inequitable.

(3) "Shareholders' authorization date" means the date on which the shareholders' vote authorizing the proposed action was taken, the date on which the corporation received written consents without a meeting from the requisite number of shareholders in order to authorize the action, or, in the case of a merger pursuant to s. 607.1104, the day prior to the date on which a copy of the plan of merger was mailed to each shareholder of record of the subsidiary corporation.

607.1302 Right of shareholders to dissent.--

(1) Any shareholder of a corporation has the right to dissent from, and obtain payment of the fair value of his or her shares in the event of, any of the following corporate actions:

(a) Consummation of a plan of merger to which the corporation is a party:

1. If the shareholder is entitled to vote on the merger, or

2. If the corporation is a subsidiary that is merged with its parent under s. 607.1104, and the shareholders would have been entitled to vote on action taken, except for the applicability of s. 607.1104;

(b) Consummation of a sale or exchange of all, or substantially all, of the property of the corporation, other than in the usual and regular course of business, if the shareholder is entitled to vote on the sale or exchange pursuant to s. 607.1202, including a sale in dissolution but not including a sale pursuant to court order or a sale for cash pursuant to a plan by which all or substantially all of the net proceeds of the sale will be distributed to the shareholders within 1 year after the date of sale;

(c) As provided in s. 607.0902(11), the approval of a control-share acquisition;

(d) Consummation of a plan of share exchange to which the corporation is a party as the corporation the shares of which will be acquired, if the shareholder is entitled to vote on the plan;

(e) Any amendment of the articles of incorporation if the shareholder is entitled to vote on the amendment and if such amendment would adversely affect such shareholder by:

1. Altering or abolishing any preemptive rights attached to any of his or her shares;

2. Altering or abolishing the voting rights pertaining to any of his or her shares, except as such rights may be affected by the voting rights of new shares then being authorized of any existing or new class or series of shares;

3. Effecting an exchange, cancellation, or reclassification of any of his or her shares, when such exchange, cancellation, or reclassification would alter or abolish the shareholder's voting rights or alter his or her percentage of equity in the corporation, or effecting a reduction or cancellation of accrued dividends or other arrearages in respect to such shares;

4. Reducing the stated redemption price of any of the shareholder's redeemable shares, altering or abolishing any provision relating to any sinking fund for the redemption or purchase of any of his or her shares, or making any of his or her shares subject to redemption when they are not otherwise redeemable;

5. Making noncumulative, in whole or in part, dividends of any of the shareholder's preferred shares which had theretofore been cumulative;

6. Reducing the stated dividend preference of any of the shareholder's preferred shares; or

7. Reducing any stated preferential amount payable on any of the shareholder's preferred shares upon voluntary or involuntary liquidation; or

(f) Any corporate action taken, to the extent the articles of incorporation provide that a voting or nonvoting shareholder is entitled to dissent and obtain payment for his or her shares.

(2) A shareholder dissenting from any amendment specified in paragraph (1)(e) has the right to dissent only as to those of his or her shares which are adversely affected by the amendment.

(3) A shareholder may dissent as to less than all the shares registered in his or her name. In that event, the shareholder's rights shall be determined as if the shares as to which he or she has dissented and his or her other shares were registered in the names of different shareholders.

(4) Unless the articles of incorporation otherwise provide, this section does not apply with respect to a plan of merger or share exchange or a proposed sale or exchange of property, to the holders of shares of any class or series which, on the record date fixed to determine the shareholders entitled to vote at the meeting of shareholders at which such action is to be acted upon or to consent to any such action without a meeting, were either registered on a national securities exchange or designated as a national market system security on an interdealer

quotation system by the National Association of Securities Dealers, Inc., or held of record by not fewer than 2,000 shareholders.

(5) A shareholder entitled to dissent and obtain payment for his or her shares under this section may not challenge the corporate action creating his or her entitlement unless the action is unlawful or fraudulent with respect to the shareholder or the corporation.

607.1320 Procedure for exercise of dissenters' rights.--

(1)(a) If a proposed corporate action creating dissenters' rights under s. 607.1302 is submitted to a vote at a shareholders' meeting, the meeting notice shall state that shareholders are or may be entitled to assert dissenters' rights and be accompanied by a copy of ss. 607.1301, 607.1302, and 607.1320. A shareholder who wishes to assert dissenters' rights shall:

1. Deliver to the corporation before the vote is taken written notice of the shareholder's intent to demand payment for his or her shares if the proposed action is effectuated, and

2. Not vote his or her shares in favor of the proposed action. A proxy or vote against the proposed action does not constitute such a notice of intent to demand payment.

(b) If proposed corporate action creating dissenters' rights under s. 607.1302 is effectuated by written consent without a meeting, the corporation shall deliver a copy of ss. 607.1301, 607.1302, and 607.1320 to each shareholder simultaneously with any request for the shareholder's written consent or, if such a request is not made, within 10 days after the date the corporation received written consents without a meeting from the requisite number of shareholders necessary to authorize the action.

(2) Within 10 days after the shareholders' authorization date, the corporation shall give written notice of such authorization or consent or adoption of the plan of merger, as the case may be, to each shareholder who filed a notice of intent to demand payment for his or her shares pursuant to paragraph (1)(a) or, in the case of action authorized by written consent, to each shareholder, excepting any who voted for, or consented in writing to, the proposed action.

(3) Within 20 days after the giving of notice to him or her, any shareholder who elects to dissent shall file with the corporation a notice of such election, stating the shareholder's name and address, the number, classes, and series of shares as to which he or she dissents, and a demand for payment of the fair value of his or her shares. Any shareholder failing to file such election to dissent within the period set forth shall be bound by the terms of the proposed corporate action. Any shareholder filing an election to dissent shall deposit his or her certificates for certificated shares with the corporation simultaneously with the filing of the election to dissent. The corporation may restrict the transfer of uncertificated shares from the date the shareholder's election to dissent is filed with the corporation.

(4) Upon filing a notice of election to dissent, the shareholder shall thereafter be entitled only to payment as provided in this section and shall not be entitled to vote or to exercise any other rights of a shareholder. A notice of election may be withdrawn in writing by the shareholder at any time before an offer is made by the corporation, as provided in subsection (5),

to pay for his or her shares. After such offer, no such notice of election may be withdrawn unless the corporation consents thereto. However, the right of such shareholder to be paid the fair value of his or her shares shall cease, and the shareholder shall be reinstated to have all his or her rights as a shareholder as of the filing of his or her notice of election, including any intervening preemptive rights and the right to payment of any intervening dividend or other distribution or, if any such rights have expired or any such dividend or distribution other than in cash has been completed, in lieu thereof, at the election of the corporation, the fair value thereof in cash as determined by the board as of the time of such expiration or completion, but without prejudice otherwise to any corporate proceedings that may have been taken in the interim, if:

(a) Such demand is withdrawn as provided in this section;

(b) The proposed corporate action is abandoned or rescinded or the shareholders revoke the authority to effect such action;

(c) No demand or petition for the determination of fair value by a court has been made or filed within the time provided in this section; or

(d) A court of competent jurisdiction determines that such shareholder is not entitled to the relief provided by this section.

(5) Within 10 days after the expiration of the period in which shareholders may file their notices of election to dissent, or within 10 days after such corporate action is effected, whichever is later (but in no case later than 90 days from the shareholders' authorization date), the corporation shall make a written offer to each dissenting shareholder who has made demand as provided in this section to pay an amount the corporation estimates to be the fair value for such shares. If the corporate action has not been consummated before the expiration of the 90-day period after the shareholders' authorization date, the offer may be made conditional upon the consummation of such action. Such notice and offer shall be accompanied by:

(a) A balance sheet of the corporation, the shares of which the dissenting shareholder holds, as of the latest available date and not more than 12 months prior to the making of such offer; and

(b) A profit and loss statement of such corporation for the 12-month period ended on the date of such balance sheet or, if the corporation was not in existence throughout such 12-month period, for the portion thereof during which it was in existence.

(6) If within 30 days after the making of such offer any shareholder accepts the same, payment for his or her shares shall be made within 90 days after the making of such offer or the consummation of the proposed action, whichever is later. Upon payment of the agreed value, the dissenting shareholder shall cease to have any interest in such shares.

(7) If the corporation fails to make such offer within the period specified therefor in subsection (5) or if it makes the offer and any dissenting shareholder or shareholders fail to accept the same within the period of 30 days thereafter, then the corporation, within 30 days after receipt of written demand from any dissenting shareholder given within 60 days after the date on which such corporate action was effected, shall, or at its election at any time within such period of 60 days may, file an action in any court of competent jurisdiction in the county in this state

where the registered office of the corporation is located requesting that the fair value of such shares be determined. The court shall also determine whether each dissenting shareholder, as to whom the corporation requests the court to make such determination, is entitled to receive payment for his or her shares. If the corporation fails to institute the proceeding as herein provided, any dissenting shareholder may do so in the name of the corporation. All dissenting shareholders (whether or not residents of this state), other than shareholders who have agreed with the corporation as to the value of their shares, shall be made parties to the proceeding as an action against their shares. The corporation shall serve a copy of the initial pleading in such proceeding upon each dissenting shareholder who is a resident of this state in the manner provided by law for the service of a summons and complaint and upon each nonresident dissenting shareholder either by registered or certified mail and publication or in such other manner as is permitted by law. The jurisdiction of the court is plenary and exclusive. All shareholders who are proper parties to the proceeding are entitled to judgment against the corporation for the amount of the fair value of their shares. The court may, if it so elects, appoint one or more persons as appraisers to receive evidence and recommend a decision on the question of fair value. The appraisers shall have such power and authority as is specified in the order of their appointment or an amendment thereof. The corporation shall pay each dissenting shareholder the amount found to be due him or her within 10 days after final determination of the proceedings. Upon payment of the judgment, the dissenting shareholder shall cease to have any interest in such shares.

(8) The judgment may, at the discretion of the court, include a fair rate of interest, to be determined by the court.

(9) The costs and expenses of any such proceeding shall be determined by the court and shall be assessed against the corporation, but all or any part of such costs and expenses may be apportioned and assessed as the court deems equitable against any or all of the dissenting shareholders who are parties to the proceeding, to whom the corporation has made an offer to pay for the shares, if the court finds that the action of such shareholders in failing to accept such offer was arbitrary, vexatious, or not in good faith. Such expenses shall include reasonable compensation for, and reasonable expenses of, the appraisers, but shall exclude the fees and expenses of counsel for, and experts employed by, any party. If the fair value of the shares, as determined, materially exceeds the amount which the corporation offered to pay therefor or if no offer was made, the court in its discretion may award to any shareholder who is a party to the proceeding such sum as the court determines to be reasonable compensation to any attorney or expert employed by the shareholder in the proceeding.

(10) Shares acquired by a corporation pursuant to payment of the agreed value thereof or pursuant to payment of the judgment entered therefor, as provided in this section, may be held and disposed of by such corporation as authorized but unissued shares of the corporation, except that, in the case of a merger, they may be held and disposed of as the plan of merger otherwise provides. The shares of the surviving corporation into which the shares of such dissenting shareholders would have been converted had they assented to the merger shall have the status of authorized but unissued shares of the surviving corporation.