

651265

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CT Corporation System  
660 East Jefferson Street  
Tallahassee, FL 32301  
Tel 850 222 1092  
Fax 850 222 7615  
Attn: Jeff Netherton

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

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\*\*\*\*\*70.00 \*\*\*\*\*70.00

CORPORATION(S) NAME

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\_\_\_\_\_  
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Morrison Homes, Inc.  
merging: Morrison Homes of Florida, Inc.  
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\_\_\_\_\_  
\_\_\_\_\_

- |  |   |   |
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| <input type="checkbox"/> Profit              | <input type="checkbox"/> Amendment              | <input checked="" type="checkbox"/> Merger  |
| <input type="checkbox"/> Nonprofit           |   |   |
| <input type="checkbox"/> Foreign             | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark               |
|  | <input type="checkbox"/> Reinstatement          |   |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report          | <input type="checkbox"/> Other              |
| <input type="checkbox"/> LLC                 | <input type="checkbox"/> Name Registration      | <input type="checkbox"/> Change of RA       |
|  | <input type="checkbox"/> Fictitious Name        | <input type="checkbox"/> UCC                |
| <input type="checkbox"/> Certified Copy      | <input type="checkbox"/> Photocopies            | <input type="checkbox"/> CUS                |
| <input type="checkbox"/> Call When Ready     | <input type="checkbox"/> Call If Problem        | <input type="checkbox"/> After 4:30         |
| <input checked="" type="checkbox"/> Walk In  | <input type="checkbox"/> Will Wait              | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out            |   |   |

Name \_\_\_\_\_  
Availability \_\_\_\_\_  
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Examiner \_\_\_\_\_  
Updater \_\_\_\_\_  
Verifier \_\_\_\_\_  
Acknowledgement \_\_\_\_\_  
W.P. Verifier \_\_\_\_\_

12/29/99

EFFECTIVE DATE

12-31-99

Merger  
1-3-00  
JMS

RECEIVED  
99 DEC 29 PM 12:11  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

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99 DEC 29 PM 4: 18

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

MORRISON HOMES OF FLORIDA, INC., a Florida corporation, 651265

INTO

**MORRISON HOMES, INC.**, a Delaware corporation not qualified in Florida.

File date: December 29, 1999, effective December 31, 1999

Corporate Specialist: Doug Spittler

ARTICLES OF MERGER  
FOR THE STATE OF FLORIDA

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Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the Shareholders and Board of Directors of the undersigned domestic and foreign corporations have adopted and approved the following Articles of Merger for the purpose of merging into one of such corporations.

1. The name of the undersigned corporations and the State under the laws of which they are organized is as follows:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
MORRISON HOMES OF FLORIDA, INC.	Florida
MORRISON HOMES, INC.	Delaware

2. The laws of the States of Delaware and Florida permit such Merger.
3. The name of the surviving corporation is MORRISON HOMES, INC. and it is to be governed by the laws of the State of Delaware.
4. The Plan and Agreement of Merger was duly approved by the Shareholders of the undersigned corporations in the manner prescribed by Section 607.1103 of the Florida Business Corporation Act and Section 251 of the General Corporation Law of the State of Delaware. See Plan and Agreement of Merger (the "Plan") attached hereto.
5. As to each of the undersigned corporations, the number of shares outstanding, and the designation of such shares is as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>
MORRISON HOMES OF FLORIDA, INC.	14,000	Common
MORRISON HOMES, INC.	31,040	Common

6. As to each of the undersigned corporations, the Plan and Agreement of Merger was duly approved by its shareholders on December 28, 1999 and the total number of shares voting for and against such Plan was as follows:

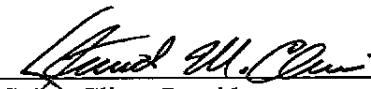
**EFFECTIVE DATE**  
12-31-99

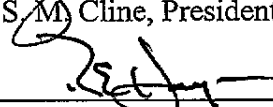
Name of Corporation	Number of Shares	
	Voted For	Voted Against
MORRISON HOMES OF FLORIDA, INC.	14,000	0
MORRISON HOMES, INC.	31,040	0

7. Upon the merger becoming effective, Morrison Homes, Inc., the surviving Delaware corporation of this merger, agrees to the following: (a) to appoint the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the domestic corporation party to this merger; and (b) that Morrison Homes, Inc. will promptly pay to the dissenting shareholders of the domestic corporation party to this merger the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.
8. The effective date of this merger is hereby deemed to be December 31, 1999.

This the 28<sup>th</sup> day of December, 1999.

MORRISON HOMES OF FLORIDA, INC.


By:   
S. M. Cline, President

Attest:   
R. E. Hayes, Secretary

[Corporate Seal]

MORRISON HOMES, INC.

By:   
S. M. Cline, President

Attest:   
R. E. Hayes, Secretary

[Corporate Seal]

STATE OF GEORGIA

COUNTY OF FULTON

Before me, a notary public, on this day personally appeared S. M. CLINE and R. E. HAYES, known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office, this 21<sup>st</sup> day of December, 1999.

  
\_\_\_\_\_  
Notary Public

Notary Public, Fulton County, Georgia.  
My Commission Expires Dec. 6, 2002.

**PLAN AND AGREEMENT OF MERGER FOR  
MORRISON HOMES OF FLORIDA, INC.**

into

**MORRISON HOMES, INC.**

**THIS PLAN AND AGREEMENT OF MERGER** (hereinafter called the "Agreement"), is dated as of the 28<sup>th</sup> day of December, 1999, by and between **MORRISON HOMES OF FLORIDA, INC.**, a Florida corporation (hereinafter "MHF") and **MORRISON HOMES, INC.** a Delaware corporation (hereinafter "MHD"). (MHF and MHD being hereinafter sometimes collectively called the "Constituent Corporations").

**W I T N E S S E T H:**

**WHEREAS**, MHF is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on November 7, 1979, and MHD is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 22, 1978.

**WHEREAS**, the authorized capital stock of MHF consists of fifteen thousand (15,000) shares of common stock, \$1.00 par value per share, of which fourteen thousand (14,000) shares are outstanding;

**WHEREAS**, the authorized capital stock of MHD consists of thirty-one thousand forty (31,040) shares of common stock, Ten Thousand Dollars (\$10,000.00) par value per share, of which thirty-one thousand forty (31,040) shares are outstanding; and

**WHEREAS**, the Board of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders and specifically to amalgamate the assets and business operations of the Constituent Corporations pursuant to a Plan of Reorganization under Internal Revenue Code Section 368(a)(1)(A), that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations, respectively, desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the States of Florida and Delaware.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual agreements herein contained, it is hereby agreed, in accordance with the applicable provisions of the laws of the States of Delaware and Florida that the Constituent Corporations shall be merged into a single corporation, to-wit: **MORRISON HOMES, INC.**, a Delaware corporation, which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereinafter being

sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereinafter set forth:

## **ARTICLE I**

### **Effective Time of Merger**

At the effective time of the Merger, the separate existence of MHF shall cease and shall be merged into MHD, the Surviving Corporation. Consummation of this Agreement shall be effective on December 31, 1999, after a Certificate of Merger is filed in the Office of the Secretary of State of Delaware and Articles of Merger are filed in the Office of the Secretary of State of Florida, and the Great Seal of the States of Delaware and Florida is affixed thereto, all after satisfaction of the requirements of the applicable laws of the States of Florida and Delaware prerequisite to such filings.

## **ARTICLE II**

### **Articles of Incorporation**

The Certificate of Incorporation of MHD at the effective time of the merger shall be the Certificate of Incorporation of the Surviving Corporation until same be shall altered or amended in accordance with the provisions thereof.

## **ARTICLE III**

### **By-Laws**

The By-Laws of MHD at the effective time of the Merger shall be the By-Laws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

## **ARTICLE IV**

### **Directors and Officers**

The directors of MHD at the effective time of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the By-Laws of the Surviving Corporation, the officers of the Surviving Corporation, shall be the officers of MHD at the effective time of the Merger.

## ARTICLE V

### Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations is as follows:

1. MHD. Each shareholder of MHD whose shares were outstanding immediately before the effective date of the Merger will hold the same number of shares in the Surviving Corporation, with identical designations, preferences, limitations, and relative rights immediately after the Merger.
2. MHF. None of the shares of common stock of MHF issued at the effective time of the Merger shall be converted as a result of the Merger. Each shareholder of MHF whose shares were outstanding immediately before the effective date of the Merger will receive no shares in the Surviving Corporation for each share held in MHF, such that subsequent to the Merger the shareholders of MHF shall own none of the issued and outstanding shares of the Surviving Corporation.
3. Surrender of Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing common stock of MHF issued and outstanding at the time the Merger becomes effective shall be surrendered to the Surviving Corporation for cancellation.
4. Fractional Shares. In lieu of the issuance or recognition of fractional shares, interests, or rights arising from the Merger, any shareholder of the Constituent Corporation may elect to receive cash payment for such fractional shares.

## ARTICLE VI

### Effect of the Merger

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of MHF, and all the rights, privileges, immunities, powers and franchises of MHF, and property, real, personal or mixed, and all debts due to MHF on whatever account, for stock subscriptions as well as for all other things in action or belonging to MHF, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of MHF, and the title to any real estate vested by deed or otherwise in MHF shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of MHF shall be preserved unimpaired, limited in lien to the property effected by such liens at the effective time of the Merger, and all debts, liabilities and duties of MHF shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.



## ARTICLE VII

### Accounting Matters

The assets and liabilities of MHF as of the effective time of the Merger, shall be taken up on the books of the Surviving Corporation in the amounts at which they shall be carried at that time on the books of MHF. The amount of capital of the Surviving Corporation after the Merger shall be equal to the par value of the common stock that will remain issued upon the Merger. Any surplus of the Surviving Corporation after the Merger shall be available to be used for any legal purposes for which such surplus may be used.

## ARTICLE VIII

### Approval of Shareholders; Filing of Certificate of Merger

This Agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and their respective Certificates and Articles of Incorporation. The respective designations and number of shares of each class of capital stock of each of the Constituent Corporations outstanding on the date hereof and a statement as to the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger are set forth in the Articles of Merger and the Certificate of Merger. After such adoption and approval, and subject to the conditions contained in this Agreement, the Certificate of Merger shall be signed, verified and delivered to the Secretary of State of the State of Delaware for filing as provided by Section 253 of General Corporation Law of State of Delaware. Further, the Articles of Merger shall be signed, verified and delivered to the Secretary of State of Florida for filing as provided by Section 607.1105 of the Florida Business Corporation Act.

## ARTICLE IX

### Additional Agreements

1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of MHF being acquired or to be acquired by or as a result of the Merger, the proper officers and directors of MHF and the Surviving Corporation, respectively, shall be and are hereby severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of MHF or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

2. Dissenter's Rights. The shareholders of MHF who dissent from the Merger pursuant to Section 607.1320 of the Florida Business Corporation Act, may be entitled, if they comply with the provisions of such Act regarding dissenting shareholders, to be paid the fair value of their shares.

## ARTICLE X

### Conditions Precedent; Termination; General Provisions

1. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

(a) By the Board of Directors of MHF or MHD;

(b) By either of the Constituent Corporations if any action or proceeding before any court or governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it inadvisable to proceed with the Merger; or

(c) By either of the Constituent Corporations if the requisite approval of the shareholders of each Constituent Corporation shall not have been obtained.


2. General. The headings in this Agreement shall not affect in any way meaning or interpretation of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Amendments. Any of the terms and conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall not, in the judgment of the party making it, affect substantially, materially, or adversely the benefits to such party or its shareholders as intended under this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been signed by each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or Assistant Secretary, all as of the day and year first above written.

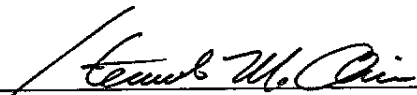
**"MHF"**

MORRISON HOMES OF FLORIDA, INC., a Florida corporation

By:   
S. M. Cline, President

**"MHD"**

MORRISON HOMES, INC., a Delaware corporation

By:   
S. M. Cline, President

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me, a notary public in and for the County and State aforesaid, S. M. CLINE, President of **MORRISON HOMES, INC.**, a Delaware corporation, with whom I am personally acquainted, and who acknowledged and certified that he executed the foregoing Plan and Agreement of Merger on behalf of the corporation pursuant to authority duly granted by its Board of Directors and the majority vote of its shareholders.

Witness my hand and official seal, at the office and County and State aforesaid, this the 28<sup>th</sup> day of December, 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC

Notary Public, Fulton County, Georgia.  
My Commission Expires Dec. 6, 2002.

STATE OF GEORGIA  
COUNTY OF FULTON

Personally appeared before me, a notary public in and for the County and State aforesaid, S. M. CLINE, President of **MORRISON HOMES OF FLORIDA, INC.**, a Florida corporation, with whom I am personally acquainted, and who acknowledged and certified that he executed the foregoing Plan and Agreement of Merger on behalf of the corporation, pursuant to authority duly granted by its Board of Directors and the majority vote of its shareholders.

Witness my hand and official seal, at the office and County and State aforesaid, this  
the 28<sup>th</sup> day of December, 1999.

  
\_\_\_\_\_  
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Notary Public, Fulton County, Georgia.  
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