

F9410000005980

CORPORATION(S) NAME

Columbia Financial Company Merged Into: American Heritage Homes US

0

3/31/01

Merger

☐ Profit
☐ Nonprofit
☐ Foreign

☐ Limited Partnership
☐ LLC

☐ Certified Copy

☐ Amendment

☐ Dissolution/Withdrawal
☐ Reinstatement

☐ Annual Report
☐ Name Registration
☐ Fictitious Name

☐ Photocopies

☒ Merger

☐ Mark

☐ Other
☐ Change of RA
☐ UCC
☐ CUS

☐ Call When Ready
☒ Walk In
☐ Mail Out

☐ Call If Problem
☐ Will Wait

☐ After 4:30
☒ Pick Up

RECEIVED
01 MAR 28 AM 11:12
DIVISION OF CORPORATION

Name

Availability

Document

Examiner

Updater

Verifier

W.P. Verifier

3/28/01

3/28/01

Order#: 3933374

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Ref#:

*****70.00 *****70.00

Amount: \$

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

9

ARTICLES OF MERGER
Merger Sheet

MERGING:

COLUMBIA FINANCIAL COMPANY, a Florida corporation P93000074135

into

AMERICAN HERITAGE HOMES USA, INC., a Delaware entity F94000005980

File date: March 28, 2001 , effective March 31, 2001

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE
3/31/01

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, F.S.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
American Heritage Homes USA, Inc.	Delaware

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Columbia Financial Company	Florida

FILED
01 MAR 28 PM 4:25
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 3 / 31 / 01 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 March 5, 2001.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 March 5, 2001.

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

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

American Heritage
Homes USA, Inc.

[Handwritten signature]

Mark Ezzard, Chief ^{Executive} ~~Financial~~ Officer;
President

~~Columbia Financial Company~~

pany James M. Mc Rod

Rodger M. Miller, President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made this 5th day of March, 2001 between COLUMBIA FINANCIAL COMPANY, a Florida Corporation ("Columbia") and AMERICAN HERITAGE HOMES USA, INC., a Delaware corporation ("American Heritage").

WHEREAS the Board of Directors of American Heritage and the sole shareholder and Board of Directors of Columbia (hereinafter sometimes referred to as the "Constituent Corporation") have approved the merger of Columbia with and into American Heritage upon the terms and conditions set forth herein (the "Merger").

NOW, THEREFORE, the corporations party to this Agreement, in consideration of the mutual covenants, agreements and conditions set forth herein, do hereby prescribe the following terms and conditions of said merger and the manner of effectuating the same:

ARTICLE 1

MERGER OF COLUMBIA INTO AMERICAN HERITAGE

1.1 On the Effective Time (defined below), Columbia shall be merged with and into American Heritage, which shall be the surviving corporation (the "Surviving Corporation") and which shall continue in its corporate existence under the laws of the State of Delaware under the name "American Heritage Homes USA, Inc."

1.2 This Agreement and such supporting documents as are required shall be filed as promptly as possible with the Secretary of State of Florida and the Secretary of State of Delaware; the effective time of the Merger shall occur at the time of such filing (the "Effective Time") but in any event no later than March 31, 2001.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Except as otherwise disclosed in writing to American Heritage or except as otherwise learned by or brought to the attention of American Heritage because of its relationship with Columbia, Columbia covenants, represents, and warrants, which representations and warranties shall be true and accurate as of the Effective Time, to American Heritage, its successors and assigns, as follows:

2.1.1 Organization. Columbia (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and (ii) has full corporate power and authority to own, lease and operate all of its properties and assets and carry on its business as it is now being conducted. The minute books of Columbia contain complete and accurate records of all meetings and other corporate actions held or taken by Columbia's Board of Directors, the committees thereof and the sole shareholder of Columbia, AHH Holdings, Inc. (the "Shareholder"). All actions reflected in said books were duly and validly taken in compliance with the laws of the State of Florida.

2.1.2 Capitalization. The authorized capital stock of Columbia consists of seventy-five thousand shares of Common Stock, par value of \$.10 per share, 200 of which are issued and outstanding and owned by the Shareholder. All issued and outstanding shares of Columbia capital stock have been duly and validly issued and are fully paid and non-assessable, free of any claim of pre-emptive rights, and no shares are held in treasury. There are no outstanding rights to purchase or receive, or options, warrants, puts, calls, contracts, commitments or demands of any

character relating to Columbia's authorized or issued capital stock or which could require the issuance of capital stock by Columbia. There are no voting trusts or other agreements or understandings to which Columbia or the Shareholder is a party with respect to the voting of the capital stock of Columbia.

2.1.3 Authorization. This Agreement, the execution and delivery hereof by Columbia, the Merger and the performance by Columbia of its obligations and undertakings referenced herein, have been duly authorized and approved by the Shareholder and Board of Directors of Columbia, and the officers executing this Agreement on behalf of Columbia, have authority to do so and upon execution of this Agreement by such officers, this Agreement shall be the valid and binding obligation of Columbia.

2.1.4 No Violation; Consents and Approvals. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will conflict with, result in a breach of, permit any party to terminate or accelerate the provisions of, or result in the imposition of any lien, encumbrance or restriction upon the property or assets of Columbia under (i) the provisions of the Articles of Incorporation of Columbia, (ii) the provisions of any obligation, indenture, lease, agreement, permit or other instrument to which Columbia is a party or which Columbia holds, or (iii) any statute or law or any order, decree, judgement, rule or regulation of any court or governmental agency or authority having jurisdiction of Columbia. Except for the filing and recordation of this Agreement and such other appropriate merger documents as may be required by Florida or Delaware corporation law, no permit, consent, approval or authorization of, or declaration, filing or registration with, any governmental or regulatory authority or other person (either governmental or private) is necessary in connection with the execution and delivery by Columbia of this Agreement or the consummation by it of the transactions contemplated hereby.

2.1.5 Operations. Columbia's only business and operations consist of the ownership of certain real estate. Columbia has no assets or liabilities independent from its activities relating to the ownership of such real estate.

2.1.6 Litigation. There are no actions, suits, claims, proceedings, investigations or inspections relating to the operations of Columbia pending, to the best of Columbia's knowledge, threatened, against or effecting Columbia or the Shareholder, directors, officers, employees, properties or rights in any court or before any governmental authority.

2.1.7 Taxes and Tax Returns. Columbia has duly and timely filed all federal, state and local tax returns required to be filed by Columbia (unless a valid extension therefore has been granted), and all such returns are, or will be when filed, true, complete and correct in all material respects.

2.2 American Heritage covenants, represents, and warrants, which representations and warranties shall be true and accurate as of the Effective Time, to Columbia as follows:

2.2.1 Organization. American Heritage (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and (ii) has full corporate power and authority to own, lease and operate its properties and assets and carry on its business as it is now being conducted.

2.2.2 Authorization. This Agreement, the execution and delivery hereof by American Heritage, the Merger and the performance by American Heritage of its obligations and undertakings referenced herein, have been duly authorized and approved by the Board of Directors of American Heritage, and the officers executing this Agreement on behalf of American

Heritage, have authority to do so and upon execution of this Agreement by such officers, this Agreement shall be the valid and binding obligation of American Heritage.

ARTICLE 3

CANCELLATION OF SHARES

3.1 Each share of capital stock of Columbia issued and outstanding on the Effective Time of the Merger shall be cancelled by the Merger.

3.2 The capital stock of American Heritage shall be unaffected by the Merger and all presently issued and outstanding shares of capital stock of American Heritage shall remain the issued and outstanding shares of capital stock of the Surviving Corporation immediately after the Effective Time of the Merger.

ARTICLE 4

LEGAL AND FINANCIAL ASPECTS OF THE MERGER

4.1 The Articles of Incorporation and By-Laws of American Heritage in effect as of the Effective Time of the Merger shall continue to be the Articles of Incorporation and By-Laws of the Surviving Corporation.

4.2 The directors and officers of American Heritage shall continue to be the directors and officers of the Surviving Corporation and shall continue in office until the next annual meetings of shareholders and directors or until their successors are duly qualified and elected.

4.3 From the Effective Time, the Surviving Corporation agrees to be subject to service of process in the State of Florida with respect to any obligations of Columbia as well as for the enforcement of any of its obligations arising from the Merger, including any suit or other proceedings pursuant to Florida law. The Surviving Corporation hereby irrevocably appoints the current and existing agent for American Heritage in the State of Florida as its agent for service of process in any suit or other proceeding.

ARTICLE 5

EFFECTS OF THE MERGER

5.1 From the Effective Time, the Merger shall have the effects provided by the laws of Delaware and Florida. Without limiting the generality of the foregoing, upon the Effective Time:

5.1.1 The separate existence of Columbia shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Corporation, the officers of Columbia shall execute, acknowledge, and deliver such instruments and do such acts, and for such purposes, the existence of Columbia and the authority of the officers and directors shall continue notwithstanding the Merger.

5.1.2 The Surviving Corporation shall possess all assets and property, real or personal, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of the Constituent Corporation, and all obligations belonging to or due to the Constituent Corporation all of which shall be vested in the Surviving Corporation without further act or deed. Title to any real estate or any interest in the real estate vested in the Constituent Corporation shall not ever or in any way be impaired by reason of the Merger.

5.1.3 The Surviving Corporation shall be liable for all the obligations of the Constituent Corporation. Any claim existing, or action or proceeding pending, by or against the Constituent Corporation, may be prosecuted or judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

5.1.4 All the rights of creditors of the Constituent Corporation shall be preserved unimpaired and all liens upon the property of the Constituent Corporation shall be preserved unimpaired on only the property affected by such liens immediately prior to the Effective Time of the Merger.

ARTICLE 6

MISCELLANEOUS

6.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware and the State of Florida, as applicable.

6.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed as of the date first stated above by their duly authorized officers.

AMERICAN HERITAGE HOMES USA, INC.

By: 

Mark Ezzard
Chief Executive Officer & President

COLUMBIA FINANCIAL COMPANY

By: 

Rodger M. Miller
President

STATE OF FLORIDA)
 : SS:
COUNTY OF OSCEOLA)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, on this 23 day of March, 2001, appeared Mark Ezzard, to me personally known, who, being duly sworn did say that he is the CEO/President of American Heritage Homes USA, Inc., and that the instrument was signed on behalf of said corporation by authority of its Board of Directors and that Mark Ezzard acknowledged the instrument to be the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by Notarial Seal this 23 day of March, 2001.

Michelle Haneph
Notary Public



^{OHIO}
STATE OF FLORIDA)
 : SS:
COUNTY OF HAMILTON)

BEFORE ME, the Subscriber, a Notary Public in and for said County and State, on this 27th day of March, 2001, appeared RODGER M. MILLER, to me personally known, who, being duly sworn did say that he is the PRESIDENT of Columbia Financial Company, and that the instrument was signed on behalf of said corporation by authority of its Board of Directors and that RODGER M. MILLER acknowledged the instrument to be the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by Notarial Seal this 27th day of March, 2001.

Mary L. Tilley
Notary Public



MARY L. TILLEY
Notary Public, State of Ohio
My Commission Expires
March 21, 2004