

L 03983

ACCOUNT FILING COVER SHEET

FILED

01 MAY 17 PM 3:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Account Number: 0721-00000-307

Reference: 1875
(Sub Account)

Date: 5-17

Requestor Name: Attorneys' Title Insurance Fund, Inc.
Address: 660 East Jefferson Street Suite 200
Tallahassee, Florida 32301
Telephone: 850-222-2785
Contact: Barbara Keys

Corporation
Name: Grusset Homes Inc.

Document
Number: _____
(If Applicable)

Authorization: B. Keys

☐ Certified Copy (1-9)
☐ Certificate of Status (1-9)
☒ Plain Stamped Copy

600004242676--1

☐ Call When Ready
XX_ Walk In
☐ Mail Out

☐ Call if Problem
☐ Will Wait

☐ After 2:30
XX_ Pick Up

Merger
5-17-01
MS

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

GLEN GARRIS CONSTRUCTION OF NAPLES, INC., a Florida corporation,
P93000033671

INTO

SUSSEX HOMES, INC., a Florida entity, L03983.

File date: May 17, 2001

Corporate Specialist: Doug Spitler

Account number: 072100000307 Amount charged: 70.00

**ARTICLES OF MERGER
OF
GLEN GARRIS CONSTRUCTION OF NAPLES, INC.,
A FLORIDA CORPORATION
INTO
SUSSEX HOMES, INC., A FLORIDA CORPORATION**

FILED
01 MAY 17 PM 3:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between **GLEN GARRIS CONSTRUCTION OF NAPLES, INC.**, a Florida Corporation ("Non-Surviving Corp.") and **SUSSEX HOMES, INC.**, a Florida Corporation ("Surviving Corp.).

Under § 607.1105 of the Florida Business Corporation Act (the "Act"), Non-Surviving Corp. and Surviving Corp. adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated June 23, 2000 between Non-Surviving Corp. and Surviving Corp. was approved and adopted by the Shareholders of Non-Surviving Corp. on June 23, 2000 and was adopted by the Board of Directors of Surviving Corp. on June 23, 2000 because shareholder approval of the Plan of Merger is not required by the shareholders of Surviving Corp. by § 607.1103(7) of the Act.

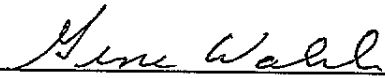
2. Under the Plan of Merger all issued and outstanding shares of Non-Surviving Corp.'s stock will be acquired by means of a Merger of Non-Surviving Corp. into Surviving Corp. with Surviving Corp. being the surviving corporation ("Merger").

3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.

4. Under § 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of the Articles of Merger with the Florida Secretary of State.

IN WITNESS WHEREOF, the parties have set their hands on this 23rd day of June, 2000.

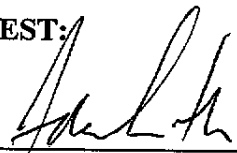
ATTEST:


(Corporate Seal)

**GLEN GARRIS CONSTRUCTION OF
NAPLES, INC.,** a Florida Corporation

By: 
GENE WALSH, President

ATTEST:


(Corporate Seal)

SUSSEX HOMES, INC., a Florida
Corporation

By: 
ANDREW SMITH, President

PLAN OF MERGER

Merger between **SUSSEX HOMES, INC.**, a Florida Corporation (the "Surviving Corp.") and **GLEN GARRIS CONSTRUCTION OF NAPLES, INC.**, a Florida Corporation (the "Non-Surviving Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under the Plan of Merger ("Plan") in accordance with § 607.1101 et seq. Of the Florida Business Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Surviving Corp., as in effect immediately before the effective date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. Distribution to Shareholders of the Constituent Corporations. On the Effective Date, each share of Non-Surviving Corp.'s common stock as shall be issued and outstanding at that time shall, without more, be converted into and exchanged one (1) share of common stock of Surviving Corp. in accordance with this Plan. Each share of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of Surviving Corp. stock.

3. Satisfaction of Rights of Non-Surviving Corp.'s Shareholders. All shares of Surviving Corp.'s stock into which shares of Non-Surviving Corp.'s stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Effect of Merger. On the Effective Date, the separate existence of the Non-Surviving Corp. shall cease, and Surviving Corp. shall be fully vested in Non-Surviving Corp.'s rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities and duties, all as more particularly set forth in §607.1106 of the Act.

5. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of the Plan, the appropriate officers of Surviving Corp. or Non-Surviving Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp. , to otherwise carry out the provisions of this Plan.

6. Filing with the Florida Secretary of State and Effective Date. On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Non-Surviving Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with § 607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date" which shall be the filing date of the Articles of Merger.

7. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same person), or at any time thereafter as long as such change is in accordance with § 607.1103 of the Act.

8. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger) this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.