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MERGER OR SHARE EXCHANGE

Thirteen Mile, LLC

Certificate of Status	0
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EFFECTIVE DATE 5-20-07

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Help

ARTICLES OF MERGER
of
Thirteen Mile Property, LLC
(a Florida limited liability company)
with and into
Thirteen Mile, LLC
(a Florida limited liability company)

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TALLAHASSEE, FLORIDA

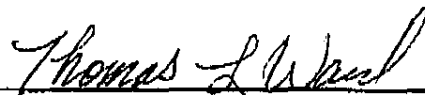
Pursuant Section 608.438, Florida Statutes, Thirteen Mile Property, LLC, a Florida limited liability company (the "Merged LLC"), and Thirteen Mile, LLC, a Florida limited liability company ("the "LLC"), submit these Articles of Merger:


1. A copy of the Agreement and Plan of Merger (the "Plan") with respect to the merger of the Merged LLC with and into the LLC is attached to these Articles of Merger as Exhibit "A" and is specifically incorporated herein by this reference.
2. The effective date of the merger shall be February 15, 2007, or if later, as of the date of this filing.
3. The Plan was approved by the Merged LLC in accordance with the applicable provisions of Chapter 608, Florida Statutes.
4. The Plan was approved by the LLC in accordance with the applicable provisions of Chapter 608, Florida Statutes.

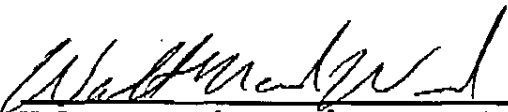
IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names this 15th day of February, 2007.

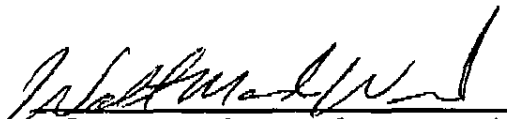
Thirteen Mile Property, LLC

Thirteen Mile, LLC


Thomas Lee Ward, Managing
Member


Thomas Lee Ward, Managing
Member


Walter Mack Ward, Managing
Member


Walter Mack Ward, Managing
Member

EFFECTIVE DATE 5-2007

00556125

AGREEMENT AND PLAN OF MERGER
of
THIRTEEN MILE PROPERTY, LLC
(a Florida limited liability company)
with and into
THIRTEEN MILE, LLC
(a Florida limited liability company)

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THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 15 day of February, 2007, by and between **THIRTEEN MILE PROPERTY, LLC**, a Florida limited liability company (the "MERGED LLC") and **THIRTEEN MILE, LLC**, a Florida limited liability company (the "LLC") (MERGED LLC and LLC hereinafter collectively referred to as the "Entities").

WITNESSETH:

WHEREAS, the MERGED LLC is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 3022 C30 Highway, Apalachicola, Florida 32390;

WHEREAS, the LLC is a limited liability company organized and existing under the laws of the State of Florida, with its principal office at 3022 C30 Highway, Apalachicola, Florida 32390;

WHEREAS, Ward Family Enterprises, LLC is the sole shareholders of the MERGED LLC and Ward Family Enterprises, LLC, is the sole member of the LLC;

WHEREAS, the laws of the State of Florida permit a merger of a limited liability company with and into a limited liability company; and

WHEREAS, the respective members of each of the Entities have deemed it advisable to merge the MERGED LLC with and into the LLC (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the States of Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Entities have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

On the Effective Date, as defined in Article IX below, the Merger shall become effective, at which time the separate existence of the MERGED LLC shall cease and the MERGED LLC shall be merged, pursuant to Section 608.438, Florida Statutes, with and into the LLC, which shall continue its existence as a Florida limited liability company and be the limited liability company surviving the Merger (the "Surviving Limited Liability Company").

ARTICLE II

The Surviving Limited Liability Company shall be governed by the laws of the State of Florida. On the Effective Date, the Operating Agreement of the LLC and the Articles of Organization of the LLC as filed with the Secretary of State of the State of Florida shall be the Operating Agreement and the Articles of Organization of the Surviving Limited Liability Company until further amended in the manner provided by law.

ARTICLE III

On the Effective Date, the Managing Members of the Surviving Limited Liability Company will be THOMAS LEE WARD and WALTER MACK WARD, 3022 C30 Highway, Apalachicola, Florida 32390.

ARTICLE IV

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, the limited liability company interests in MERGED LLC shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto.
2. The limited liability company interests in the LLC shall remain issued and outstanding after the Effective Date. After the Effective Date, the ownership of the limited liability company interests in the LLC shall be as follows:

Units:

Ward Family Enterprises, LLC	100
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ARTICLE V

At such time as the Merger becomes effective, title to all of the assets of the MERGED LLC shall be vested in LLC without reversion or impairment and LLC shall thenceforth be responsible for all of the liabilities and obligations of the MERGED LLC. Any proceeding pending against the MERGED LLC may be continued as if the merger did not occur or the Surviving Limited Liability Company may be substituted in its place.

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ARTICLE VI

Prior to and from and after the Effective Date, the Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Limited Liability Company shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Limited Liability Company, according to the terms hereof, the title to any property or rights of the MERGED LLC, the last acting shareholders of the MERGED LLC, or the Managing Member of the Surviving Limited Liability Company, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Limited Liability Company, and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

On the Effective Date (defined below), all of the assets, liabilities, reserves and accounts of the Entities shall be recorded on the books of the Surviving Limited Liability Company at the amounts at which they, respectively, shall then be carried on the books of said Entities, subject to such adjustments or eliminations of inter-company items as may be appropriate giving effect to the Merger.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Entities by appropriate resolution of any of the shareholders of the MERGED LLC or by the members of the LLC at any time prior to the Effective Date (defined below) of the Merger.

ARTICLE IX

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida. The Merger shall become effective as of February 15, 2007 (the "Effective Date"), or if later, as of the date of this filing.


ARTICLE X

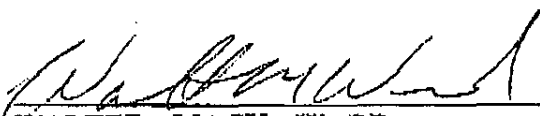
This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

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IN WITNESS WHEREOF, the MERGED LLC has caused this Agreement to be signed in its name by its duly authorized shareholders as of the date first above written and the LLC has caused this Agreement to be signed in its name by its duly authorized managing member as of the date first above written.

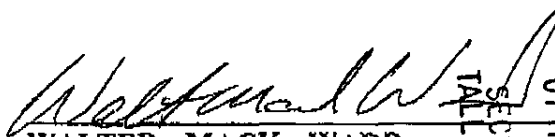
THIRTEEN MILE PROPERTY, LLC


THOMAS LEE WARD as a managing member
of WARD FAMILY ENTERPRISES, LLC


WALTER MACK WARD as a managing
member of WARD FAMILY ENTERPRISES,
LLC

THIRTEEN MILE, LLC


THOMAS LEE WARD as a managing member
of WARD FAMILY ENTERPRISES, LLC


WALTER MACK WARD as a managing
member of WARD FAMILY ENTERPRISES,
LLC

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