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DEC 29 2009

EXAMINER

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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09 DEC 29 AM 8:38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY'

ACCOUNT NO. : I20000000195

REFERENCE : 234674 4328337

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 90.00

ORDER DATE : December 29, 2009

ORDER TIME : 11:42 AM

ORDER NO. : 234674-005

CUSTOMER NO: 4328337

ARTICLES OF MERGER

MICHELANGELO DEVELOPMENT, INC.

INTO

MICHELANGELO HOMES, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: _____

Certificate of Merger
For
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Michelangelo Homes, LLC	Florida	Limited Liability Company
Michelangelo Development, Inc.	Florida	Profit Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Michelangelo Homes, LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2009

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

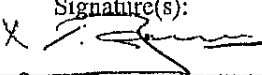
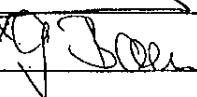
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTII: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Michelangelo Development, Inc.	X 	Herbert Baum
Michelangelo Homes, LLC	X 	Gabriele Baum

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Michelangelo Homes, LLC	Florida	Limited Liability Company
Michelangelo Development, Inc.	Florida	Profit Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Michelangelo Homes, LLC	Florida	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See Exhibit A attached hereto and made a part hereof.

(Attach additional sheet if necessary)

PLAN OF MERGER

PLAN OF MERGER approved on December 23, 2009 by Michelangelo Homes, LLC ("MH, LLC"), a limited liability company organized under the laws of the State of Florida, and by resolution adopted by its Members on said date, and approved on December 23, 2009 by Michelangelo Development, Inc. ("MD, Inc."), a corporation organized under the laws of the State of Florida, and by resolution adopted by its Board of Directors on said date.

1. MH, LLC and MD, Inc. shall, pursuant to the provisions of the Florida Limited Liability Company Act, and the Florida Business Corporation Act, be merged with and into a single limited liability company, to wit, MH, LLC, which shall be the surviving limited liability company upon the effective date of the merger and which is sometimes hereinafter referred to as the "surviving company", and which shall continue to exist as said surviving company under its present name pursuant to the provisions of the laws of the jurisdiction of its organization. The separate existence of MD, Inc., which is sometimes hereinafter referred to as the "non-surviving entity", shall cease at the effective time and date of the merger set forth hereinbelow in accordance with the provisions of the Florida Business Corporation Act.

2. The Articles of Organization of MH, LLC at the effective date of the merger in the jurisdiction of its organization shall be the Articles of Organization of said surviving company; and said Articles of Organization shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving company.

3. The Operating Agreement of MH, LLC at the effective time and date of the merger in the jurisdiction of its organization will be the Operating Agreement of said surviving company and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of its organization.

4. The Members, Managers and the officers in office of MH, LLC at the effective time and date of the merger in the jurisdiction of its organization shall be the Members, Managers and the officers of the surviving company, all of whom shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Operating Agreement of the surviving company.

5. Each issued share of the non-surviving entity immediately prior to the effective time and date of the merger shall, at the effective time and date of the merger, be cancelled and extinguished. The membership interests of the surviving company shall not be converted or exchanged in any manner, but each said interest which is issued at the effective date of the merger shall continue to represent one membership interest of the surviving company.

6. The Plan of Merger herein made and approved shall be submitted to the sole shareholder and Board of Directors of the non-surviving entity for their approval or rejection in the manner prescribed by the provisions of the Florida Business Corporation Act, and the

merger of the non-surviving entity with and into the surviving company shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the surviving company.

7. In the event that the Plan of Merger shall have been approved by the sole shareholder entitled to vote and the Board of Directors of the non-surviving entity in the manner prescribed by the provisions of the Florida Business Corporation Act, and in the event that the merger of the non-surviving entity with and into the surviving company shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the surviving company, the non-surviving entity and the surviving company hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving entity and the Members, Managers and the proper officers of the surviving company, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

9. The merger shall be effective as of December 31, 2009.

[SIGNATURE PAGE FOLLOWS]

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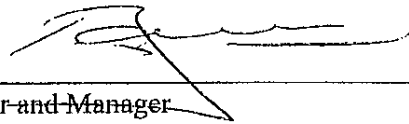
MICHELANGELO DEVELOPMENT, INC.

By: _____
Title: President



MICHELANGELO HOMES, LLC

By: _____
Title: Member and Manager



By: _____
Title: Member and Manager

