

P00000092898



ACCOUNT NO. : 072100000032

REFERENCE : 849769 7166270

AUTHORIZATION :

COST LIMIT : \$ 78.75

ORDER DATE : October 2, 2000

ORDER TIME : 11:47 AM

ORDER NO. : 849769-025

CUSTOMER NO: 7166270

CUSTOMER: Gary B. Frese, Esq
Frese Nash & Torpy
Suite 505
930 South Harbor City Blvd.
Melbourne, FL 32901

500003410985--5

ARTICLES OF MERGER

MERCEDES HOMES OF TEXAS, INC.

INTO

MHI OF TEXAS HOLDING CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

COULLETTE OCT 04 2000

CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS:

Dile 5th

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

00 OCT -2 PM 4:59

FILED

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

00 OCT -2 PM 12:18

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

MERCEDES HOMES OF TEXAS, INC., a Texas corporation not qualified

INTO

MHI OF TEXAS HOLDING CORP., a Florida entity, P00000092898

File date: October 2, 2000

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 78.75



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

October 3, 2000

CSC

TALLAHASSEE, FL

SUBJECT: MHI OF TEXAS HOLDING CORP.
Ref. Number: P00000092898

RESUBMIT

Please give original
submission date as file date.

849769-025

We have received your document for MHI OF TEXAS HOLDING CORP. and the authorization to debit your account in the amount of \$78.75. However, the document has not been filed and is being returned for the following:

You have stated in your "Consent of Action" by the board of MHI of Texas Holding Corp., that the corporation desires to consummate a merger with Mercedes Homes of Texas, Inc., a Florida corporation. This is not a Florida corporation so please make the corrections needed and return for filing. It is also stated as being a Florida corporation in the signature places as well and also needs to be corrected.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 700A00052291

Signature is actually
of the share holder

RECEIVED
00 OCT -4 AM 9:59
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
BETWEEN
MERCEDES HOMES OF TEXAS, INC., A TEXAS CORPORATION
AND
MHI OF TEXAS HOLDING CORP., A FLORIDA CORPORATION**

FILED
00 OCT -2 PM 4:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between **MERCEDES HOMES OF TEXAS, INC.**, a Texas corporation, and **MHI OF TEXAS HOLDING CORP.**, a Florida corporation.

Pursuant to §607.1108 of the Florida Business Corporation Act (the "Act"), **MERCEDES HOMES OF TEXAS, INC.** and **MHI OF TEXAS HOLDING CORP.** adopt the following Articles of Merger.

ARTICLE I

The Plan of Merger dated September 30, 2000, (the "Plan of Merger") between **MERCEDES HOMES OF TEXAS, INC.** and **MHI OF TEXAS HOLDING CORP.**, was approved and adopted by the shareholders and directors of **MERCEDES HOMES OF TEXAS, INC.** on September 30, 2000, in accordance with the applicable provisions of the Texas Business Corporation Act. The Plan of Merger was also approved and adopted by the shareholders and directors of **MHI OF TEXAS HOLDING CORP.** on October 2, 2000, according to §607.1108 of the Act.

ARTICLE II

Pursuant to the Plan of Merger, all issued and outstanding shares of **MERCEDES OF TEXAS, INC.** shall be cancelled and extinguished by virtue of merger without any action on the part of any holder thereof, and all issued and outstanding shares of **MHI OF TEXAS HOLDING CORP.** shall continue after the merger without effect (the "Merger").

ARTICLE III

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

ARTICLE IV

Pursuant to §607.1108 of the Act, the date and time of the effectiveness of the Merger shall be 4:59 p.m. (Tallahassee, Florida time), October 2, 2000.

IN WITNESS WHEREOF, the parties have set their hands this 30th day of September, 2000.

MERCEDES HOMES OF TEXAS, INC.

By: Robert M. Kush

As Its Vice-President/CFO

MHI OF TEXAS HOLDING CORP.

By: Robert M. Kush

As Its Vice-President

ATTEST: Robert M. Kush

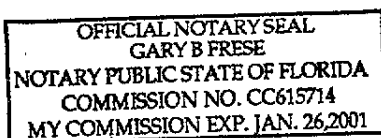
Secretary

ATTEST: Robert M. Kush

Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 30th day of September, 2000, by Robert M. Kush, Vice-President of **MERCEDES HOMES OF TEXAS, INC.**, a Texas corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



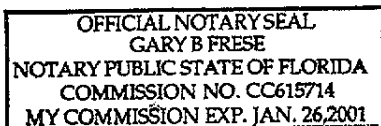
Gary B. Frese
Notary Public

Printed Name: _____

My commission expires: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 30th day of September, 2000, by Robert M. Kush, Vice-President of **MHI OF TEXAS HOLDING CORP.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Gary B. Frese
Notary Public

Printed Name: _____

My commission expires: _____

PLAN OF MERGER

merging

MERCEDES HOMES OF TEXAS, INC.
(a Texas corporation)

with and into

MHI OF TEXAS HOLDING CORP.
(a Florida corporation)

THIS PLAN OF MERGER (the "Agreement"), is made and entered into as of September 30, 2000, pursuant to Section 607.1108 of the Florida Business Corporation Act ("FBCA") and pursuant to Article 5.01 of the Texas Business Corporation Act ("TBCA"), by and between MERCEDES HOMES OF TEXAS, INC., a Texas corporation ("MTI" or the "Merging Corporation"), and MHI OF TEXAS HOLDING CORP., a Florida corporation ("MHIT", together with the Merging Corporation, the "Constituent Entities").

WITNESSETH:

WHEREAS, MHIT is a corporation duly organized and existing under the laws of the State of Florida, with authorized capital consisting of 100 shares of common stock, par value \$.01 per share, of which 100 shares are issued and outstanding (the "MHIT Common Stock"); and

WHEREAS, MTI is a corporation duly organized and existing under the laws of the State of Texas, with authorized capital consisting of 1,000 shares of common stock ("MTI Stock"), par value \$.01 per share, of which 1,000 shares are issued and outstanding; and

WHEREAS, Section 607.1108 of the FBCA and Article 5.01 of the TBCA permits a merger of a corporation incorporated under the laws of the State of Texas with and into a corporation incorporated under the laws of the State of Florida; and

WHEREAS, the parties hereto desire that MTI be merged with and into MHIT, pursuant to the terms and conditions of this Agreement; and

WHEREAS the Board of Directors of MTI and the Board of Directors of MHIT have approved the merger of MTI with and into MHIT upon the terms and subject to the conditions set forth herein (the "Merger"); and

WHEREAS the Board of Directors of MTI and the Board of Directors of MHIT have approved and adopted this Plan, each by unanimous written consent;

WHEREAS, all shareholders of both MTI and MHIT have approved the Merger and have approved and adopted this Plan by unanimous written consent;

NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements hereinafter set forth, the parties hereto agree that (a) at the Effective Time (as defined in Section 7.1), MTI shall be merged with and into MHIT, (b) MHIT shall survive the Merger and

shall continue in existence as a corporation organized and existing under, and governed by, the laws of the State of Florida and (c) the terms and conditions of the Merger and the mode of carrying the same into effect are and shall be as hereinafter set forth:

ARTICLE 1

Articles of Incorporation of the Surviving

The entity surviving the Merger (the "Surviving Corporation") shall be MHI of Texas Holding Corp. The Articles of Incorporation of MHI of Texas Holding Corp. in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

ARTICLE 2

Bylaws of the Surviving Corporation

The Bylaws of MHIT in effect at the Effective Time shall be the Bylaws of the Surviving Corporation.

ARTICLE 3

Name and Location of the Surviving Corporation

The name of the Surviving corporation shall be "MHI of Texas Holding Corp." The established offices and business locations of both MTI and MHIT shall be the offices and locations of the Surviving Corporation.

ARTICLE 4

Directors and Officers of the Surviving Corporation

4.1 *Directors.* At the Effective Time, the directors of MTI immediately prior to the Effective Time shall cease to be directors. The directors of MHIT shall be the directors of the Surviving Corporation.

4.2 *Officers.* The officers of MTI immediately prior to the Effective Time shall cease to be officers, and the officers of MHIT, if any, shall remain officers of the Surviving Corporation, and each of them shall hold office from the Effective Time until their successors are elected, they are terminated or as otherwise provided in the Articles of Incorporation or Bylaws of the Surviving Corporation.

ARTICLE 5

Conversion of Shares and Other Securities

At the Effective Time, by virtue of the Merger and without any action on the part of MTI, MHIT or the holder of any of the shares and other securities of MTI or MHIT, the following will occur:

(a) Any and all shares and other securities or rights to acquire any shares or other securities of MTI issued and outstanding immediately prior to the Effective Time, including, but not limited to, the MTI Stock, shall be canceled and extinguished by virtue of the Merger and without any action on the part of the holder thereof. The transfer books of MTI shall be closed and no transfer of MTI Stock or exercise of options to acquire the same shall be made at or after the Effective Time.

(b) The MHIT Common Stock as of the Effective Time shall continue after the Merger without effect by the Merger.

ARTICLE 6

Effects of Merger

The Merger shall have the effects specified under the FBCA and the TBCA.

ARTICLE 7

General Provisions

7.1 *Effective Time of Merger.* The effective time of the Merger (the "Effective Time") shall occur at the effective time stated in the Articles of Merger to be filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Texas.

7.2 *Termination.* This Agreement and the Merger may be terminated at any time prior to the Effective Time, whether before or after approval thereof by the stockholders of MTI, by resolutions of the Board of Directors of MTI or by resolutions of the Board of Directors of MHIT. In the event of the termination and abandonment of the Merger pursuant to the provisions of this Section 7.2, this Agreement and the transactions contemplated hereby shall become void and have no effect, without any liability on the part of MTI or MHIT or their respective directors, officers, stockholders or partners in respect of this Agreement.

7.3 *Amendment or Modification.* With respect to the Merger and subject to the provisions of applicable law, this Agreement may be amended or modified at any time prior to the Effective Time by action taken by the respective Boards of Directors of MTI and MHIT and the stockholders of MTI and MHIT, provided, however, that any amendment or modification subsequent to the adoption of this Agreement by the stockholders of MTI or Newco may not be in contravention to any applicable portion of Section 607.11101 of the FBCA or Section 5.03 of the TBCA.

7.4 *Sole Agreement of Parties.* This Agreement and the documents referred to herein constitute the full understanding of the parties and a complete and exclusive statement of the terms and conditions of their agreement relating to the subject matter hereof and supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect thereto. This Agreement may not be amended except in writing signed by both parties.

7.5 *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.6 *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.7 *Further Assurances.* Each party hereto agrees from time to time, as and when requested by the other party hereto, or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments and to take or cause to be taken such further or other acts, either before or after the Effective Time, as may be deemed necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any assets of MTI acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers, directors and shareholders of the parties hereto are fully authorized in the name of their respective entities to take any and all such actions.

7.8 *Headings.* All sections and articles referred to herein are sections and articles of this Agreement. Descriptive headings as to the contents of particular articles and sections are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

7.9 *Gender; Plurals.* Each use herein of the masculine, neuter or feminine gender shall be deemed to include the other genders and each use herein of the plural shall include the singular and vice versa, in each case as the context requires or as is otherwise appropriate.

7.10 *Severability.* In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

7.11 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement, and shall become binding on the parties hereto when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

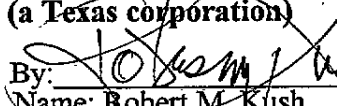
7.12 *Waivers.* Any term, provision or condition of this Agreement may be waived in writing by the party which is, or the party the stockholders or partners of which are, entitled to the benefits thereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers or partners thereunto duly authorized, all as of the day and year first above written.

MHI OF TEXAS HOLDING CORP.
(a Florida corporation)

By: 
Name: Robert M. Kush
Title: Vice-President

MERCEDES HOMES OF TEXAS, INC.
(a Texas corporation)

By: 
Name: Robert M. Kush
Title: Vice-President

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
MHI OF TEXAS HOLDING CORP., A FLORIDA CORPORATION**

The undersigned, being all of the members of the Board of Directors and all the Shareholders of **MHI OF TEXAS HOLDING CORP.**, (the "Corporation") unanimously agree, adopt, consent to, and order the following corporate actions:

WHEREAS, the Corporation desires to consummate a merger (the "Merger") with **MERCEDES HOMES OF TEXAS, INC.**, a ^{Texas} Florida corporation, all in accordance with §607.1108 of the Florida Business Corporation Act (the "Act"); and

WHEREAS, the Corporation intends to execute the Articles of Merger and file them with the Florida Department of State in accordance with §607.1108 of the Act; and

WHEREAS, it is in the best interest of the Corporation to consummate these transactions.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and all the transactions contemplated thereby are adopted, approved, and consented to and the vice-president of the Corporation is authorized and directed on behalf of the Corporation to negotiate, execute, and deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or agreements deemed necessary or appropriate by him to consummate the transactions contemplated by the Plan of Merger, in order to carry out the purpose or intent of these resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Corporation, in his sole discretion, upon advice of counsel or otherwise, as he deems necessary and appropriate to consummate the transactions contemplated by the Merger; and

BE IT FURTHER RESOLVED, that the vice-president is directed to execute and file Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned, as all of the members of the Board of Directors and all the Shareholders of the Corporation, execute the foregoing corporate action for the purpose of giving their consent to it as of the 30th day of September, 2000.

MERCEDES HOMES OF TEXAS HOLDING CORP.

a ~~TEXAS~~ corporation

By: 

As Its Vice-President


Sole Director

MERCEDES HOLDING COMPANY, LLC

By: 

As Its Sole Manager

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS AND SHAREHOLDERS OF
MERCEDES HOMES OF TEXAS, INC., A TEXAS CORPORATION**

The undersigned, being all of the members of the Board of Directors and all the Shareholders of **MERCEDES HOMES OF TEXAS, INC.**, (the "Corporation") unanimously agree, adopt, consent to, and order the following corporate actions:

WHEREAS, the Corporation desires to consummate a merger (the "Merger") with **MHI OF TEXAS HOLDING CORP.**, a Florida corporation, all in accordance with Article 5.01 of the Texas Business Corporation Act (the "Act"); and

WHEREAS, the Corporation intends to execute the Articles of Merger and file them with the Texas Department of State in accordance with Article 5.01 of the Act; and

WHEREAS, it is in the best interest of the Corporation to consummate these transactions.

NOW, THEREFORE, BE IT RESOLVED, that the Merger and all the transactions contemplated thereby are adopted, approved, and consented to and the vice-president of the Corporation is authorized and directed on behalf of the Corporation to negotiate, execute, and deliver the Plan of Merger attached hereto as Exhibit "A" and any and all other instruments or agreements deemed necessary or appropriate by him to consummate the transactions contemplated by the Plan of Merger, in order to carry out the purpose or intent of these resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Corporation, in his sole discretion, upon advice of counsel or otherwise, as he deems necessary and appropriate to consummate the transactions contemplated by the Merger; and

BE IT FURTHER RESOLVED, that the vice-president is directed to execute and file Articles of Merger with the Texas Department of State.

IN WITNESS WHEREOF, the undersigned, as all of the members of the Board of Directors and all the Shareholders of the Corporation, execute the foregoing corporate action for the purpose of giving their consent to it as of the 30th day of September, 2000.

MERCEDES HOMES, INC., a Florida corporation
Sole Shareholder

By: 
As Its Vice-President/CFO


Director