

To: FL Dept. of State  
Subject: 000153.61306

From: Katie Wonsch

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**006000147906**

Florida Department of State  
Division of Corporations  
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**MERGER OR SHARE EXCHANGE**

**WEXFORD TOWNHOMES, INC.**

|                       |                    |
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**ARTICLES OF MERGER OF**  
**TWC TWO, LLC,**  
**a Florida limited liability company**  
**INTO**  
**WEXFORD TOWNHOMES, INC.,**  
**a Florida corporation**

**ARTICLE 1**  
**Names and Surviving Corporation**

The names, states of incorporation or organization and the type of entities of parties to the merger are:

| <u>Name</u>             | <u>Jurisdiction</u> | <u>Entity Type</u>        |
|-------------------------|---------------------|---------------------------|
| WEXFORD TOWNHOMES, INC. | Florida             | Corporation               |
| TWC TWO, LLC            | Florida             | Limited Liability Company |

WEXFORD TOWNHOMES, INC., a Florida corporation, shall be the surviving party

**ARTICLE 2**  
**Plan of Merger**

The plan of merger is attached hereto as Exhibit A.

**ARTICLE 3**  
**Date of Approval by Wexford Townhomes, Inc.**

All of the shareholders and the board of directors of WEXFORD TOWNHOMES, INC., a Florida corporation, approved the plan of merger by unanimous vote on December 1, 2006.

**ARTICLE 4**  
**Date of Adoption by TWC TWO, LLC**

The sole member of TWC TWO, LLC, a Florida limited liability company, approved the plan of merger by unanimous vote on December 1, 2006.

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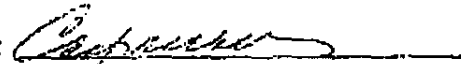
**ARTICLE 5**  
**Effective Date of Merger**

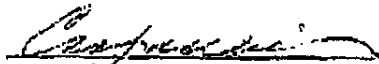
The effective date of the merger of TWC TWO, LLC into WEXFORD TOWNHOMES, INC. shall be December 15, 2006.

Dated this 1<sup>st</sup> day of December, 2006.

**WEXFORD TOWNHOMES, INC.,**  
a Florida corporation

**TWC TWO, LLC,**  
a Florida limited liability company

By:   
Carolyn M. Wilson, Director

By:   
Carolyn M. Wilson, Director

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### PLAN OF MERGER

Plan of merger dated December 1, 2006, between WEXFORD TOWNHOMES, INC., a Florida corporation (the "Surviving Party"), and TWC TWO, LLC, a Florida limited liability company (the "Absorbed Party").

**Section One. Terms and Conditions.** On December 15, 2006, the effective date of the merger (the "Effective Date"), the separate existence of the Absorbed Party shall cease, and the Surviving Party shall succeed to all the property, real, personal, and mixed of the Absorbed Party, without the necessity for any separate transfer. The Surviving Party shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Party, and neither the rights of creditors nor any liens on the property of the Absorbed Party shall be impaired by the merger.

**Section Two. Conversion of Shares.** The manner and basis of converting membership interest in the Absorbed Party into shares of the Surviving Party is as follows:

(a) The entire membership interest in the Absorbed Party shall be converted into 100 shares of the \$0.01 par value common stock of the Surviving Party, which shares of common stock of the Surviving Party shall thereupon be issued and outstanding.

(b) The conversion shall be effected as follows: On the Effective Date of the merger, the sole member of the Absorbed Party shall surrender all of the Member's Membership interest in the Absorbed Party to the Surviving Party or its duly appointed agent, in such manner as the Surviving Party shall legally require. On receipt of such interest, the Surviving Party shall issue and exchange therefor certificates for shares of common stock in the Surviving Party, representing the 100 shares of such stock to which the shareholder is entitled as provided above.

(c) Following the completion of the merger, the following shares of common stock of the Surviving Party shall be issued and outstanding and the following individuals shall own the number of shares indicated opposite each individual's names:

| Shareholder  | Total Shares | Percentage Ownership |
|--|--------------|----------------------|
| Carolyn M. Wilson, as Trustee of the Carolyn M. Wilson Revocable Trust | 100          | 100.000%             |

**Section Three. Articles of Incorporation.** The Articles of Incorporation of the Surviving Party shall be continued as the Articles of Incorporation following the merge.

**Section Four. Bylaws.** The bylaws of the Surviving Party shall continue to be its bylaws following the effective date of the merger.

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Section Five. Directors and Officers. The directors and officers of the Surviving Party at the effective date of the merger shall continue as the directors and officers of the Surviving Party for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

Section Six. Prohibited Transactions. Neither of the constituent entities shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed and Surviving Party may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Seven. Approval by Shareholders and Board of Directors. This plan of merger has been approved by the shareholders and the boards of directors of the Surviving Party and by the Sole Member of the Absorbed Party as of December 1, 2006, by written consent in the manner provided by the applicable laws of the State of Florida.

Section Eight. Effective Date of Merger. The effective date of this merger shall be December 15, 2006.

Section Nine. Execution of Agreement. This plan of merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Section Ten. Entire Agreement. This Agreement and the Articles of Merger of TWO LLC into WEXFORD TOWNHOMES, INC. constitute the entire Agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

Section Eleven. Non Waiver. A failure in any one or more instances of a party to insist upon performance of any of the terms, conditions or covenants of this Agreement, to exercise any right or privilege conferred in this Agreement or the waiver of any party of any breach of any of the terms, conditions or covenants, shall not be construed as a subsequent waiver of any such terms, conditions, covenants, rights or privileges, but the same shall constitute and remain in full force and effort as if no such waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized party of the Waiving party.

Section Twelve. Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

Section Thirteen. Governing Law. This Agreement and the Articles of Merger shall be construed in accordance with the laws of the State of Florida.

Section Fourteen. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Nothing in this Agreement, expressed or implied is intending to confer on any person other than the parties hereto and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, including without limitation, third party beneficiary rights.

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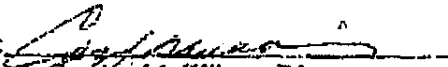
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Section Fifteen. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other party.

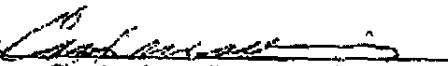
Section Sixteen. Headings. The headings contained in the Agreement are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement.

The undersigned parties have hereunto set their hands and seals as of the day and year first above written.

WEXFORD TOWNHOMES, INC.

By:   
Carolyn M. Wilson, Director

TWC TWO, LLC

By:   
Carolyn M. Wilson, Member

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