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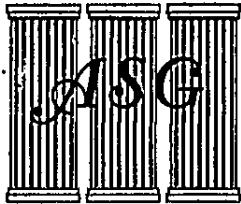


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2009 APR 20 AM 9:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



ANCHORS ♦ SMITH ♦ GRIMSLEY

A PROFESSIONAL LIMITED COMPANY

ATTORNEYS AND COUNSELORS AT LAW

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FORT WALTON BEACH, FL 32547-6711

(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX

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C. LEDON ANCHORS

JAMES W. GRIMSLEY

STEVEN B. BAUMAN

W. SCOTT FOSTER *

C. JEFFREY MCINNIS

RICHARD P. PETERMANN *

* ALSO ADMITTED IN ALABAMA

DREW S. PINKERTON **

TIMOTHY W. SHAW

SHIRAZ A. HOSEIN

ANNE M. MCBRIDE

WALTER J. SMITH
1929-2001

** CERTIFIED CRIMINAL TRIAL
LAWYER BY THE FLORIDA BAR
BOARD OF CERTIFICATION

April 17, 2009

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Articles of Merger of Sun Construction and Marine, Inc.

Dear Sir:

I am enclosing the original and one copy of the Articles of Merger in connections with the merger of SUN CONSTRUCTION AND MARINE, INC. into GARY MILLER HOMES, INC. I am also enclosing our firm check to cover the cost of merging the corporations in question. If you need any further documentation in order to merge the corporations, please let me know. If you do not and if you find the enclosures in order, it would be appreciated if you would take the necessary steps to formally merge the corporations. Please provide this office with a certificate evidencing that the corporations have been merged.

Sincerely,
ANCHORS SMITH GRIMSLEY, PLC

C. Jeffrey McInnis

CJM/sr
Enclosures
Cc: Mark W. Miller

ARTICLES OF MERGER SUN CONSTRUCTION
AND MARINE, INC.
WITH AND INTO
GARY MILLER HOMES, INC.

FILED
2009 APR 20 AM 9:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, in accordance with Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, and other applicable sections of the Florida Business Corporation Act, hereby adopt the following ARTICLES OF MERGER:

The parties to these Articles of Merger are SUN CONSTRUCTION AND MARINE, INC., a Florida corporation, being hereinafter sometimes referred to as the "Merging Corporation", and GARY MILLER HOMES, INC., a Florida corporation, being hereinafter sometimes referred to as the "Surviving Corporation", said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations".

Article 1. Plan of Merger: The AGREEMENT AND PLAN OF MERGER of the Constituent Corporations is set forth in Exhibit A attached hereto and incorporated herein by reference.

Article 2. Effective Date: The effective date of this merger is the 7th day of April 2009.

Article 3. Date of Adoption: The Plan of Merger was unanimously adopted by written consent of all the shareholders and directors of the Constituent Corporations simultaneously with the execution of this instrument.

Dated as of the 7th day of April 2009.

WITNESSES:

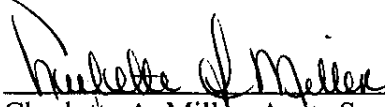
SUN CONSTRUCTION AND MARINE, INC.

Brad Brown
Print Name: BRADLEY BROWN

BY: Mark W. Miller
Mark W. Miller, As its President

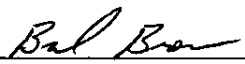
Dorothy J. Miller
Print Name: Dorothy J. Miller

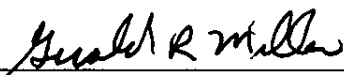
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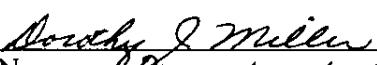

Charlotte A. Miller, As Its Secretary

WITNESSES:

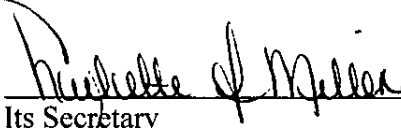
GARY MILLER HOMES, INC.


Print Name: BRADLEY BROWN

BY: 
Gerald R. Miller, As its President

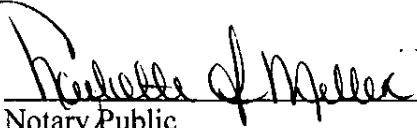

Print Name: Dorothy J. Miller

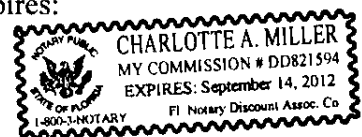
ATTEST:


Its Secretary

STATE OF FLORIDA
COUNTY OF OKALOOSA

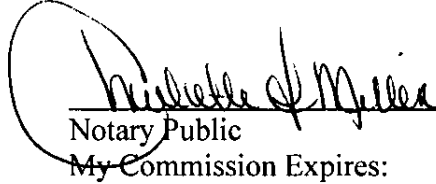
The foregoing instrument was acknowledged before me this 7th day of April 2009, by Mark W. Miller, as President of the Merging Corporation, on behalf of said Corporation, who is personally known to me.


Notary Public
My Commission Expires:



STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 7th day of April 2009, by Gerald R. Miller, as President of the Surviving Corporation, on behalf of said Corporation, who is personally known to me.



Notary Public
My Commission Expires:

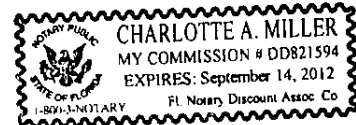


EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER
OF SUN CONSTRUCTION AND MARINE, INC.
WITH AND INTO
GARY MILLER HOMES, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 7th day of April 2009 between SUN CONSTRUCTION AND MARINE, INC., a corporation organized and existing under the laws of the State of Florida, being hereinafter sometimes referred to as the "Merging Corporation", and GARY MILLER HOMES, INC., a corporation organized and existing under the laws of the State of Florida, being hereinafter sometimes referred to as the "Surviving Corporation", said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations;

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation, with GARY MILLER HOMES, INC. being the surviving corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows

ARTICLE I

MERGER

1.1 SUN CONSTRUCTION AND MARINE, INC. shall be merged with and into GARY MILLER HOMES, INC. in accordance with the laws of the State of Florida. The separate corporate existence of the Merging Corporation shall thereby cease, and Surviving Corporation shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "GARY MILLER HOMES, INC."

1.3 On the Effective Date (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Date the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and

vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Date, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on the 7th day of April 2009. The time and date of such effectiveness is referred to in this Agreement as the "Effective Date."

2.2 Prior to the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

ARTICLES AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of Surviving Corporation, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of Surviving Corporation , as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of Surviving Corporation immediately prior to the Effective Date shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 At the Effective Date, each issued and outstanding share of Merging Corporation common stock held by its shareholder shall, by virtue of the merger, cease to exist and be canceled and no cash or securities or other property shall be issued or paid in respect thereof.

4.2 Each certificate evidencing ownership of shares of Surviving Corporation which is issued and outstanding on the Effective Date shall continue to evidence ownership of the same number of shares of Surviving Corporation.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of the Merging Corporation and the Surviving Corporation dissenting to the Agreement and Plan shall be entitled, pursuant to Section 607.1301 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory section.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

WITNESSES:

SUN CONSTRUCTION AND MARINE, INC.

Brad Brown
Print Name: BRADLEY BROWN
Dorothy J. Miller
Print Name: Dorothy J. Miller

BY: Mark W. Miller
Mark W. Miller, As its President

ATTEST:

Charlotte A. Miller
Charlotte A. Miller, As its Secretary

WITNESSES:

GARY MILLER HOMES, INC.

Brad Brown
Print Name: BRADLEY BROWN
Dorothy J. Miller
Print Name: Dorothy J. Miller

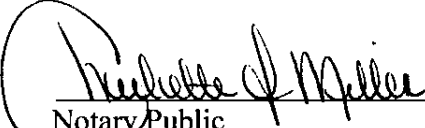
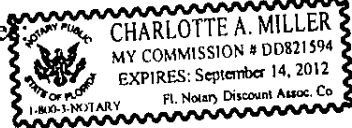
BY: Gerald R. Miller
Gerald R. Miller, As its President

ATTEST:

Charlotte A. Miller
Its Secretary

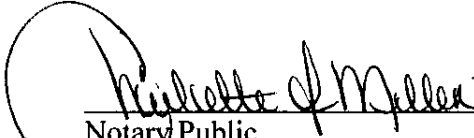
STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 7th day of April 2009, by Mark W. Miller, as President of the Merging Corporation, on behalf of said Corporation, who is personally known to me.


Notary Public
My Commission Expires: 

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 7th day of April 2009, by Gerald R. Miller, as President of the Surviving Corporation, on behalf of said Corporation, who is personally known to me.


Notary Public
My Commission Expires: 