

P94000009571

CAPITAL CONNECTION, INC.

417-E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

FILED
DEC 29 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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****195.75 ****195.75

Whitemark, Inc.

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☒ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☒ Cert. Copy
- ☐ Photo Copy
- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

COULLIETTE DEC 29 2000

Signature

Requested by:

Name Sh Date 12/29/00 Time 9:40

Walk-In

Will Pick Up

RECEIVED
DEC 29 AM 11:11
DIVISION OF CERTIFICATION

ARTICLES OF MERGER
Merger Sheet

MERGING:

WHITEMARK, INC., a Florida corporation, H43884

WHITEMARK AT WOODBURY, INC., a Florida corporation, P96000048270

WHITEMARK AT OAK PARK, INC., a Florida corporation, P97000103040

RIVER WALK OF ORLANDO, INC., a Florida corporation, L08169

INTO

WHITEMARK HOMES, INC., a Florida entity, P94000009571

File date: December 29, 2000

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER OF
WHITEMARK, INC.,
WHITEMARK AT WOODBURY, INC.,
WHITEMARK AT OAK PARK, INC.
AND
RIVER WALK OF ORLANDO, INC.
WITH AND INTO
WHITEMARK HOMES, INC.**

FILED
00 DEC 29 PM 3:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Sections 607.1101 and 607.1105 of the Florida Business Corporation Act for the purpose of merging **WHITEMARK, INC., WHITEMARK AT WOODBURY, INC., WHITEMARK AT OAK PARK, INC. and RIVER WALK OF ORLANDO, INC.**, each of them a Florida corporation, (collectively, the "Merging Corporations"), with and into **WHITEMARK HOMES, INC.**, a Florida corporation (the "Surviving Corporation").

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Whitemark, Inc.	Florida
Whitemark Homes, Inc.	Florida
Whitemark at Woodbury, Inc.	Florida
Whitemark at Oak Park, Inc.	Florida
River Walk of Orlando, Inc.	Florida

2. The name which the Surviving Corporation is to have after the merger with be "Whitemark Homes, Inc."

3. This merger is permitted under the laws of the State of Florida. Whitemark, Inc. and Whitemark Homes, Inc. have complied with the applicable provisions of the laws of the State of Florida, including, but not limited to, approval of all of the directors and shareholders of each of the corporations, which approval was granted as of April 1, 2000..

4. The Board of Directors of Whitemark Homes, Inc., the Surviving Corporation in the merger, approved and adopted the Agreement and Plan of Merger by written consent on April 1, 2000, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of each of the Merging Corporations approved and adopted the Agreement and Plan of Merger by written consent on April 1, 2000, and directed that such document be submitted to a vote of its shareholders. The shareholders of the Merging Corporations and Whitemark Homes, Inc., respectively, duly approved and adopted the Agreement and Plan of Merger by written consent on April 1, 2000, in the manner prescribed by law.

5. The number of shares outstanding and the number of shares of each corporation entitled to vote on the Agreement and Plan of Merger were as follows:

Entity	Par Value	Shares Authorized	Shares Issued and Outstanding
Whitemark Homes, Inc.	.01	10,000	100
Whitemark, Inc.	1.00	7,500	133
Whitemark at Woodbury, Inc.	.01	10,000	100
Whitemark at Oak Park, Inc.	.01	10,000	100
River Walk of Orlando, Inc.	.01	10,000	100

There were no shares of Whitemark Homes, Inc. or Whitemark, Inc. entitled to vote as a class.

6. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

Entity	Par Value	Shares Authorized	Shares Issued and Outstanding
Whitemark Homes, Inc.	.01	10,000	100
Whitemark, Inc.	1.00	7,500	133
Whitemark at Woodbury, Inc.	.01	10,000	100
Whitemark at Oak Park, Inc.	.01	10,000	100
River Walk of Orlando, Inc.	.01	10,000	100

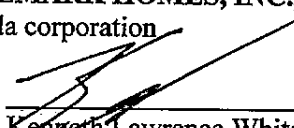
7. The Charter of Whitemark Homes, Inc. will not be amended in conjunction with the merger.

8. These Articles of Merger, and the Agreement and Plan of Merger incorporated herein by reference, shall be effective as of the date of the filing of these Articles with the Secretary of State of Florida, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary (or Assistant Secretary) of Whitemark Homes, Inc. and by the President of each of the Merging Corporations, each thereunto duly authorized, as of December 15, 2000.

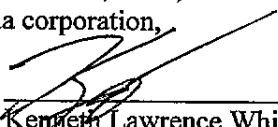
WHITEMARK HOMES, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

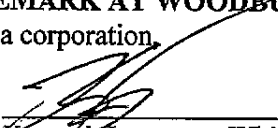
WHITEMARK, INC.,
a Florida corporation,

By: _____


Kenneth Lawrence White,
President

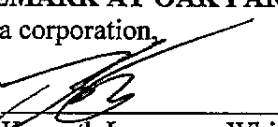
WHITEMARK AT WOODBURY, INC.,
a Florida corporation,

By: _____


Kenneth Lawrence White,
President

WHITEMARK AT OAK PARK, INC.,
a Florida corporation,

By: _____


Kenneth Lawrence White,
President

RIVER WALK OF ORLANDO, INC.,
a Florida corporation,

By: _____

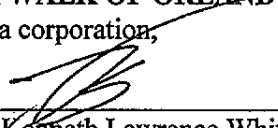

Kenneth Lawrence White,
President

EXHIBIT 1

Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER OF
WHITEMARK, INC.
WITH AND INTO
WHITEMARK HOMES, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of **April 1, 2000**, by and between **WHITEMARK, INC. ("WMI")**, a corporation organized and existing under the laws of the State of Florida (WMI being hereinafter sometimes referred to as the "**Merging Corporation**"), and **WHITEMARK HOMES, INC. ("WMHI")**, a corporation organized and existing under the laws of the State of Florida (WMHI 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 WMI be merged with and into WMHI, with WMHI 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 WMI shall be merged with and into WMHI in accordance with the laws of the State of Florida. The separate corporate existence of WMI shall thereby cease, and WMHI shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "**Whitemark Homes, Inc.**"

1.3 On the Effective Time (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 Time 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 Time, 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 at 11:30 p.m., on **April 1, 2000** pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "**Effective Time**."

2.2 Prior to the Effective Time, 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 Time 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 CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of WMHI, as in effect immediately prior to the Effective Time, 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 affected by the merger.

3.2 The Bylaws of WMHI, as in effective immediately prior to the Effective Time, 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 affected by the merger.

3.3 The persons who are the Directors and officers of WMHI immediately prior to the Effective Time 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 The Surviving Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**WMHI Class A Common**"), which shares of WMHI Class A Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding one hundred thirty three (133) shares of \$1 par value Class A common stock ("**WMI Class A Common**").

4.3 At the Effective Time, each issued and outstanding share of WMI Class A Common shall be converted into one share of WMHI Class A Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of WMI Class A Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one share of WMHI Class A Common for every one (1) share of WMI Class A Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented WMI Class A Common respectively, shall be deemed and treated for all corporate purposes to represent the ownership of one share of WMHI Class A Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of WMI Class A Common.

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 WMI and WMHI dissenting to the Agreement and Plan shall be entitled, pursuant to Section 607.1302 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

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.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

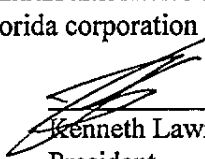
WHITEMARK, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

WHITEMARK HOMES, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

**AGREEMENT AND PLAN OF MERGER OF
WHITEMARK AT WOODBURY, INC.
WITH AND INTO
WHITEMARK HOMES, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of April 1, 2000, by and between **WHITEMARK AT WOODBURY, INC. ("WOODBURY")**, a corporation organized and existing under the laws of the State of Florida (WOODBURY being hereinafter sometimes referred to as the "Merging Corporation"), and **WHITEMARK HOMES, INC. ("WMHI")**, a corporation organized and existing under the laws of the State of Florida (WMHI 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 WOODBURY be merged with and into WMHI, with WMHI 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 WOODBURY shall be merged with and into WMHI in accordance with the laws of the State of Florida. The separate corporate existence of WOODBURY shall thereby cease, and WMHI shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Whitemark Homes, Inc."

1.3 On the Effective Time (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 Time 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 Time, 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 at 11:30 p.m., on **April 1, 2000** pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, 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 Time 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 CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of WMHI, as in effect immediately prior to the Effective Time, 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 affected by the merger.

3.2 The Bylaws of WMHI, as in effective immediately prior to the Effective Time, 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 affected by the merger.

3.3 The persons who are the Directors and officers of WMHI immediately prior to the Effective Time 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 The Surviving Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**WMHI Class A Common**"), which shares of WMHI Class A Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**WOODBURY Class A Common**").

4.3 At the Effective Time, each issued and outstanding share of **WOODBURY Class A Common** shall be converted into one share of **WMHI Class A Common**. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of **WOODBURY Class A Common** may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one share of **WMHI Class A Common** for every one (1) share of **WOODBURY Class A Common** previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented **WOODBURY Class A Common** respectively, shall be deemed and treated for all corporate purposes to represent the ownership of one share of **WMHI Class A Common**. No other cash, shares, securities or obligations will be distributed or issued upon conversion of **WOODBURY Class A Common**.

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.

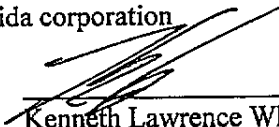
5.2 The Shareholders of **WOODBURY** and **WMHI** dissenting to the Agreement and Plan shall be entitled, pursuant to Section 607.1302 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

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.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

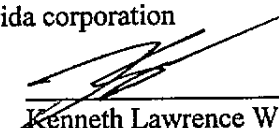
WHITEMARK AT WOODBURY, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

WHITEMARK HOMES, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

**AGREEMENT AND PLAN OF MERGER OF
RIVER WALK OF ORLANDO, INC.
WITH AND INTO
WHITEMARK HOMES, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of **April 1, 2000**, by and between **RIVER WALK OF ORLANDO, INC. ("RIVER WALK")**, a corporation organized and existing under the laws of the State of Florida (RIVER WALK being hereinafter sometimes referred to as the "Merging Corporation"), and **WHITEMARK HOMES, INC. ("WMHI")**, a corporation organized and existing under the laws of the State of Florida (WMHI 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 RIVER WALK be merged with and into WMHI, with WMHI 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 RIVER WALK shall be merged with and into WMHI in accordance with the laws of the State of Florida. The separate corporate existence of RIVER WALK shall thereby cease, and WMHI shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "**Whitemark Homes, Inc.**"

1.3 On the Effective Time (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 Time 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 Time, 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 at 11:30 p.m., on **April 1, 2000** pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "**Effective Time**."

2.2 Prior to the Effective Time, 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 Time 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

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of WMHI, as in effect immediately prior to the Effective Time, 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 affected by the merger.

3.2 The Bylaws of WMHI, as in effective immediately prior to the Effective Time, 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 affected by the merger.

3.3 The persons who are the Directors and officers of WMHI immediately prior to the Effective Time 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 The Surviving Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**WMHI Class A Common**"), which shares of WMHI Class A Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**RIVER WALK Class A Common**").

4.3 At the Effective Time, each issued and outstanding share of RIVER WALK Class A Common shall be converted into one share of WMHI Class A Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of RIVER WALK Class A Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one share of WMHI Class A Common for every one (1) share of RIVER WALK Class A Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented RIVER WALK Class A Common respectively, shall be deemed and treated for all corporate purposes to represent the ownership of one share of WMHI Class A Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of RIVER WALK Class A Common.

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 RIVER WALK and WMHI dissenting to the Agreement and Plan shall be entitled, pursuant to Section 607.1302 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

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.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.


RIVER WALK OF ORLANDO, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

WHITEMARK HOMES, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

**AGREEMENT AND PLAN OF MERGER OF
WHITEMARK AT OAK PARK, INC.
WITH AND INTO
WHITEMARK HOMES, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of April 1, 2000, by and between **WHITEMARK AT OAK PARK, INC. ("OAK PARK")**, a corporation organized and existing under the laws of the State of Florida (OAK PARK being hereinafter sometimes referred to as the "Merging Corporation"), and **WHITEMARK HOMES, INC. ("WMHI")**, a corporation organized and existing under the laws of the State of Florida (WMHI 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 OAK PARK be merged with and into WMHI, with WMHI 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 OAK PARK shall be merged with and into WMHI in accordance with the laws of the State of Florida. The separate corporate existence of OAK PARK shall thereby cease, and WMHI shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Whitemark Homes, Inc."

1.3 On the Effective Time (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 Time 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 Time, 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 at 11:30 p.m., on **April 1, 2000** pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "**Effective Time**."

2.2 Prior to the Effective Time, 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 Time 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

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of WMHI, as in effect immediately prior to the Effective Time, 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 affected by the merger.

3.2 The Bylaws of WMHI, as in effective immediately prior to the Effective Time, 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 affected by the merger.

3.3 The persons who are the Directors and officers of WMHI immediately prior to the Effective Time 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 The Surviving Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**WMHI Class A Common**"), which shares of WMHI Class A Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding one hundred (100) shares of \$.01 par value Class A common stock ("**OAK PARK Class A Common**").

4.3 At the Effective Time, each issued and outstanding share of OAK PARK Class A Common shall be converted into one share of WMHI Class A Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of OAK PARK Class A Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, one share of WMHI Class A Common for every one (1) share of OAK PARK Class A Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented OAK PARK Class A Common respectively, shall be deemed and treated for all corporate purposes to represent the ownership of one share of WMHI Class A Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of OAK PARK Class A Common.

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.

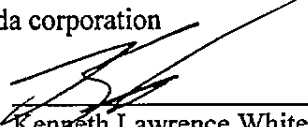
5.2 The Shareholders of OAK PARK and WMHI dissenting to the Agreement and Plan shall be entitled, pursuant to Section 607.1302 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

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.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

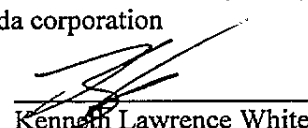
WHITEMARK AT OAK PARK, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President

WHITEMARK HOMES, INC.,
a Florida corporation

By: _____


Kenneth Lawrence White,
President