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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

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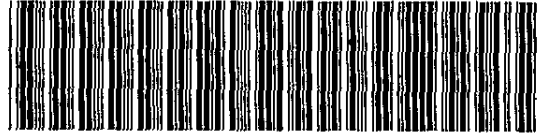
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8/30 merger

P96 - 95590

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04 AUG 30 AM 10:30
TALLAHASSEE, FLORIDA

McLin & Burnsed

Professional Association

Matthew D. Black
R. Dewey Burnsed
Gary Fuchs
Brian Hudson
Stephen W. Johnson
Craig W. Little
Walter S. McLin, III

ATTORNEYS AT LAW

G. Michael Mahoney
Fred A. Morrison
Richard P. Newman
Steven M. Roy
Jeffrey P. Skates
Phillip S. Smith
Stephanie J. Willcutt

August 26, 2004

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

Re: **Articles of Merger for Sonoma Hills, Inc. and Sonoma Constructors, Ltd.**

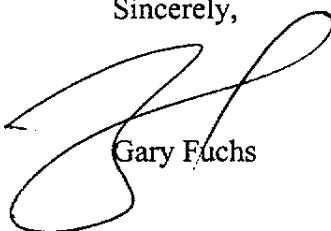
Dear Sir/Madam:

Enclosed please find the following documents necessary to merge Sonoma Hills, Inc. and Sonoma Constructors, Ltd. together, with Sonoma Hills, Inc., being the surviving entity:

1. Articles of Merger;
2. Plan of Merger;
3. Copy of Unanimous Written Action of Directors and Shareholders of Sonoma Hills, Inc.;
4. Copy of the Partnership Action on Plan of Merger; and
5. Our check number 48934 in the amount of \$87.50 for the filing fee.

After you have had an opportunity to review and process the enclosed documentation and finalize the merger, please return all necessary documentation to my attention. If you have any questions or comments regarding the merger or enclosed documentation, please don't hesitate to contact me.

Sincerely,



Gary Fuchs

GF/amr
Enclosures

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Sonoma Hills, Inc. 10400 County Road 48 Howey-in-the-Hills, FL 34737	Florida	Corporation
Florida Document/Registration Number: P96000095590		FEI Number: 59-3427053
2. Sonoma Constructors, Ltd. 10400 County Road 48 Howey-in-the-Hills, FL 34737	Florida	Limited Partnership
Florida Document/Registration Number: A96000002192		FEI Number: 59-3437148
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

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04 AUG 30 AM 10:30
TALLAHASSEE FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the **surviving** party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Sonoma Hills, Inc., a Florida corporation	Florida	Corporation
10400 County Road 48		
Howey-in-the-Hills, FL 34737		

Florida Document/Registration Number: P96000095590

FEI Number: 59-3427053

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

The date the Articles of Merger are filed with Florida Department of State

N/A

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

(Note: Please see instructions for required signatures.)

Typed or Printed Name of Individual

By: Robert Buehler

By: Sonoma Hills, Inc.
General Partner

By: Kurt Spiller

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sonoma Hills, Inc.	Florida
Sonoma Constructors, Ltd.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sonoma Hills, Inc.	Florida

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

The above referenced parties have agreed to merge into Sonoma Hills, Inc., in exchange for Sonoma Hills, Inc., issuing stock to the Limited Partners of Sonoma Constructors, Ltd., as set forth in the Fourth paragraph of this Plan of Merger. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State, whereby the surviving party shall be entitled to and responsible for all rights, responsibilities, obligations and assets of Sonoma Constructors, Ltd.

(Attach additional sheet(s) if necessary)

FOURTH:

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

The basis for converting the interests of the merged party shall be done strictly by the issuance of shares of the surviving party to the Limited Partners of the merged party. Since the surviving party is the General Partner of Sonoma Constructors, Ltd., no stock shall be issued for the General Partner's one percent (1%) interest in Sonoma Constructors, Ltd. All Limited Partners shall receive 33.0703 shares for each one percent (1%) interest they own in Sonoma Constructors, Ltd.; with the amount of shares being prorated for any interest not equalling a full one percent (1%) interest.

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

Each Limited Partner's interest in Sonoma Constructors, Ltd., shall be established at the time of the execution of the Articles of Merger, and no rights to acquire interest shall survive or be valid beyond that date. Following the merger, all rights to acquire interest, shares or obligations or securities of the surviving entity shall be controlled by the current by-laws of the surviving party.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

Not applicable..

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

Not applicable.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

Not applicable.

EIGHTH: Other provisions, if any, relating to the merger:

All Directors and Shareholders of the surviving entity and all General Partners and Limited Partners of the merged entity have consented to and authorized this Plan of Merger in writing.

(Attach additional sheet(s) if necessary)

**UNANIMOUS WRITTEN ACTION OF DIRECTORS
AND SHAREHOLDERS OF
SONOMA HILLS, INC.**

The undersigned being all of the directors and shareholders of SONOMA HILLS, INC., a Florida corporation, hereby take the following actions effective 8/17/04, pursuant to the terms of Sections 607.0704 and 607.0821, Florida Statutes:

RESOLVED, that the corporation shall merge with Sonoma Constructors, Ltd., a Florida limited partnership, whose address is 10400 County Road 48, Howey-in-the-Hills, Florida 34737, whereby the Corporation shall be the surviving entity and shall issue stock to the Limited Partners of Sonoma Constructors, Ltd., in accordance with the Plan of Merger attached hereto as Exhibit "A";

FURTHER RESOLVED, that Robert N. Beucher, as President of the Corporation, is hereby authorized to execute any and all documents necessary to complete the Corporation's merger with Sonoma Constructors, Ltd., in accordance with the Plan of Merger.

The undersigned hereby consents to the foregoing actions.

Directors:

Robert N. Beucher
Robert N. Beucher

Nicholas F. Beucher, Jr.
Nicholas Francis Beucher, Jr.

Margaret Mary Beucher Clark
Margaret Mary Beucher Clark

Michelle Mary Beucher Purser
Michelle Mary Beucher Purser

Donna Beucher Line
Donna Beucher Line

Carol Ann Beucher Kelsey
Carol Ann Beucher Kelsey

Thomas P. Line
Thomas P. Line

Nicholas F. Beucher
Nicholas F. Beucher

Shareholders:

Robert N. Beucher
Robert N. Beucher

Nicholas Francis Beucher, Jr.
Nicholas Francis Beucher, Jr.

Margaret Mary Beucher Clark
Margaret Mary Beucher Clark

Michelle Mary Beucher Purser
Michelle Mary Beucher Purser

Donna Beucher Line
Donna Beucher Line

Carol Ann Beucher Kelsey
Carol Ann Beucher Kelsey

Nicholas F. Beucher and Robert N. Beucher, as
Trustees of the Nicholas F. Beucher Irrevocable
Trust Number 13

Robert N. Beucher, as Trustee under the Andrew
Robert Beucher Irrevocable Trust Agreement, dated
the 27th day of October, 1994


Sharon Line Clary
Sharon Line Clary

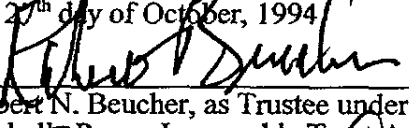
Scott Thomas Line
Scott Thomas Line

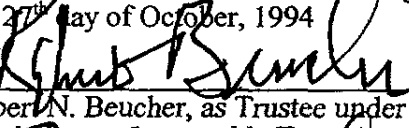
Megan Joan Vredenburg
Megan Joan Vredenburg

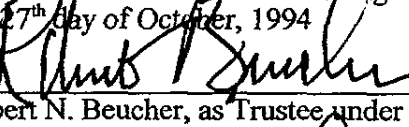
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Kelsey Irrevocable Trust Agreement, dated
the 27th day of October, 1994

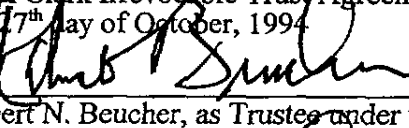
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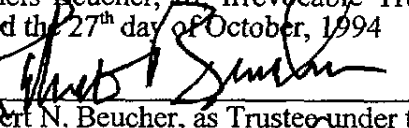

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Lynn Purser Irrevocable Trust Agreement, dated
the 27th day of October, 1994

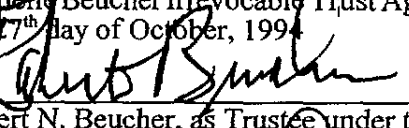

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the 27th day of October, 1994


Robert N. Beucher, as Trustee under the Whitney
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the 27th day of October, 1994


Robert N. Beucher, as Trustee under the Matthew
Ryan Clark Irrevocable Trust Agreement, dated
the 27th day of October, 1994


Robert N. Beucher, as Trustee under the Nicholas
Francis Beucher, III, Irrevocable Trust Agreement,
dated the 27th day of October, 1994


Robert N. Beucher, as Trustee under the Morgan
Michelle Beucher Irrevocable Trust Agreement, dated
the 27th day of October, 1994


Robert N. Beucher, as Trustee under the Joseph
Thomas Beucher Irrevocable Trust Agreement, dated
the 27th day of October, 1994

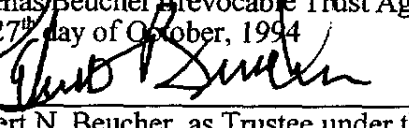

Robert N. Beucher, as Trustee under the Alexandra
Nichole Beucher Irrevocable Trust Agreement, dated
the 27th day of October, 1994

Exhibit "A"

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sonoma Hills, Inc.	Florida
Sonoma Constructors, Ltd.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sonoma Hills, Inc.	Florida

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

The above referenced parties have agreed to merge into Sonoma Hills, Inc., in exchange for Sonoma Hills, Inc., issuing stock to the Limited Partners of Sonoma Constructors, Ltd., as set forth in the Fourth paragraph of this Plan of Merger. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State, whereby the surviving party shall be entitled to and responsible for all rights, responsibilities, obligations and assets of Sonoma Constructors, Ltd.

(Attach additional sheet(s) if necessary)

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

Not applicable.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

Not applicable.

EIGHTH: Other provisions, if any, relating to the merger:

All Directors and Shareholders of the surviving entity and all General Partners and Limited Partners of the merged entity have consented to and authorized this Plan of Merger in writing.

(Attach additional sheet(s) if necessary)

PARTNERSHIP ACTION ON PLAN OF MERGER

This **Partnership Action** was executed on 17th day of August, 2004, by the General Partner and all of the Limited Partners (hereinafter collectively "Partners") of **Sonoma Constructors, Ltd.**, a Florida limited partnership, whose address is 10400 County Road 48, Howey-in-the-Hills, FL 34737 (hereinafter "Partnership").

Recitals

1. The undersigned Limited Partners make up all of the shareholders of **Sonoma Hills, Inc.**, a Florida corporation, which is the general partner of the Partnership.
2. For business purposes, it has become advantageous for all future business to be conducted through Sonoma Hills, Inc., as opposed to the Partnership.
3. The Partnership holds real estate in Lake County, Florida, which will be used for future development by Sonoma Hills, Inc., and, therefore, it is necessary for the Partnership to merge with Sonoma Hills, Inc.
4. The Partners are agreeable to merging the Partnership with Sonoma Hills, Inc., for the purpose of running all future business through Sonoma Hills, Inc., and providing them the property owned by the Partnership in Lake County, Florida, for future development.

NOW, THEREFORE, in consideration of the promises contained in the Plan of Merger attached hereto as Exhibit "A" ("Plan of Merger"), and other valuable consideration, the undersigned hereby agree to the following terms and conditions:

1. The Partnership shall merge with Sonoma Hills, Inc., in accordance with the Plan of Merger, wherein the surviving entity shall be Sonoma Hills, Inc. The undersigned Limited Partners hereby consent to and authorize the General Partner to execute any and all merger documents necessary to effect the merger with Sonoma Hills, Inc., in accordance with the Plan of Merger.
2. The Partners understand that since the Partnership is merging with the General Partner, the General Partner will not receive any stock for its 1% interest and that the Limited Partners shall receive stock from Sonoma Hills, Inc., on a prorated basis in accordance with their ownership interest of the Partnership, in order to maintain the same ownership interest of Sonoma Hills, Inc.
3. The Partners further understand that, in accordance with Florida Statute 620.202(3), all partners of a domestic limited partnership that is party to a merger shall be given written notice of any meeting or other action with respect to the approval of a plan of merger, unless otherwise waived in writing by all persons entitled to such notification. Therefore, the undersigned hereby agree and consent TO WAIVE ANY SUCH NOTIFICATION REQUIRED BY FLORIDA STATUTE FOR MEETINGS OR OTHER ACTION WITH RESPECT TO THE APPROVAL OF

A PLAN OF MERGER FOR THE MERGING OF THE PARTNERSHIP WITH SONOMA HILLS,
INC.

IN WITNESS WHEREOF, the Partners have set their hands and seals on the date first
written above.

General Partner:

Sonoma Hills, Inc., a Florida corporation

By: *Robert N. Beucher*
Print Name: ROBERT BEUCHER
Its: President

Limited Partners:

Robert N. Beucher
Robert N. Beucher

Nicholas F. Beucher Jr.
Nicholas Francis Beucher, Jr.

Margaret Mary Beucher Clark
Margaret Mary Beucher Clark

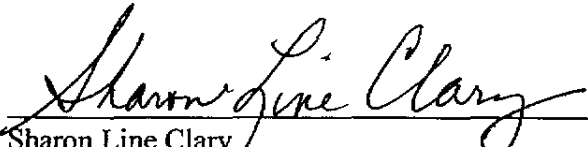
Michelle Mary Beucher Purser
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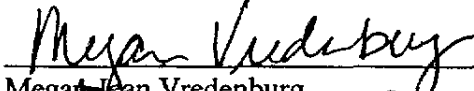
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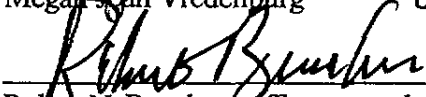
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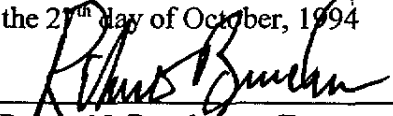
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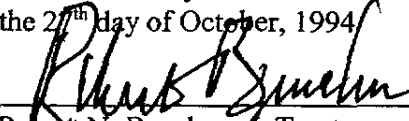

Sharon Line Clary

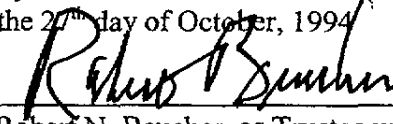

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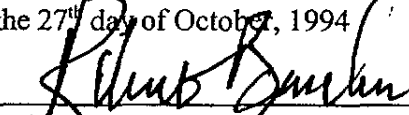

Megan Jean Vredenburg

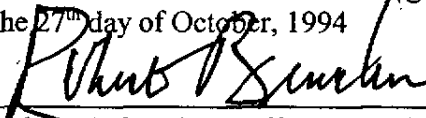

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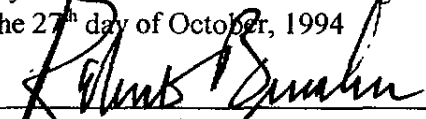

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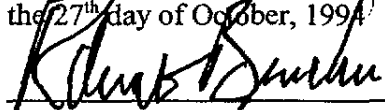

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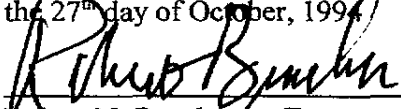

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the 27th day of October, 1994



Robert N. Beucher, as Trustee under the Alexandra
Nichole Beucher Irrevocable Trust Agreement, dated
the 27th day of October, 1994

Exhibit "A"

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sonoma Hills, Inc.	Florida
Sonoma Constructors, Ltd.	Florida

SECOND: The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Sonoma Hills, Inc.	Florida

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

The above referenced parties have agreed to merge into Sonoma Hills, Inc., in exchange for Sonoma Hills, Inc., issuing stock to the Limited Partners of Sonoma Constructors, Ltd., as set forth in the Fourth paragraph of this Plan of Merger. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State, whereby the surviving party shall be entitled to and responsible for all rights, responsibilities, obligations and assets of Sonoma Constructors, Ltd.

(Attach additional sheet(s) if necessary)

FOURTH:

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

The basis for converting the interests of the merged party shall be done strictly by the issuance of shares of the surviving party to the Limited Partners of the merged party. Since the surviving party is the General Partner of Sonoma Constructors, Ltd., no stock shall be issued for the General Partner's one percent (1%) interest in Sonoma Constructors, Ltd. All Limited Partners shall receive 33.0703 shares for each one percent (1%) interest they own in Sonoma Constructors, Ltd.; with the amount of shares being prorated for any interest not equalling a full one percent (1%) interest.

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

Each Limited Partner's interest in Sonoma Constructors, Ltd., shall be established at the time of the execution of the Articles of Merger, and no rights to acquire interest shall survive or be valid beyond that date. Following the merger, all rights to acquire interest, shares or obligations or securities of the surviving entity shall be controlled by the current by-laws of the surviving party.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

Not applicable..

If General Partner is a Non-Individual,

Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s) managing members are as follows:

Not applicable.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

Not applicable.

EIGHTH: Other provisions, if any, relating to the merger:

All Directors and Shareholders of the surviving entity and all General Partners and Limited Partners of the merged entity have consented to and authorized this Plan of Merger in writing.

(Attach additional sheet(s) if necessary)