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TALLAHASSEE, FLORIDA

08 FEB 15 AM 7:59

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MERGER OR SHARE EXCHANGE

KIMBALL HILL HOMES FLORIDA, INC.

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2008 FEB 15 AM 8:00  
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TALLAHASSEE, FLORIDA

Certificate of Status	0
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M. Thomas FEB 18 2008

**Certificate of Merger  
For  
Florida Limited Partnership or Limited Liability Limited Partnership**

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kimball Hill Marbella Estates</u>	<u>Florida</u>	<u>limited partnership</u>
<u>Limited Partnership</u>		
<u>Kimball Hill Homes Florida, Inc</u>	<u>Florida</u>	<u>corporation</u>

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kimball Hill Homes Florida, Inc</u>	<u>Florida</u>	<u>corporation</u>

**THIRD:** The date the merger is effective under the governing laws of the surviving party is: upon filing.

**(NOTE: If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)**

**FOURTH:** The merger was approved by each party as required by its governing law.

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**FIFTH:** If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIXTH:** Other provisions, if any, relating to the merger:

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**SEVENTH:** Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
see attached signature page		

**Fees:** Filing Fees: \$52.50 Per Party  
Certified Copy: \$52.50 (Optional)  
Certificate of Status: \$8.75 (Optional)

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Signature Page to Certificate of Merger  
Florida Secretary of State

The undersigned hereby sign the Certificate of Merger between Kimball Hill Marbella Estates  
Limited Partnership and Kimball Hill Homes Florida, Inc.

Date: February 15, 2008

<b>KIMBALL HILL MARBELLA ESTATES LIMITED PARTNERSHIP</b>  By: Kimball Hill Homes Florida, Inc. Its: General Partner  By: <u>[Signature]</u> Name: C. Kenneth Love Its: Vice Chairman	<b>KIMBALL HILL HOMES FLORIDA, INC.</b>  By: <u>[Signature]</u> Name: Edward J. Madell Its: Chief Financial Officer
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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of February 15, 2008 (the "Merger Agreement"), by and between Kimball Hill Homes Florida, Inc., a Florida corporation ("Parent") and Kimball Hill Marbella Estates Limited Partnership, a Florida limited partnership ("Subsidiary").

### WITNESSETH:

WHEREAS, pursuant to that certain Assignment and Assumption of Limited Partnership Interest (the "Assignment"), dated as of the date hereof, between Subsidiary and Kimball Hill, Inc. ("KHI"), KHI transferred its limited partnership interests in Subsidiary to Parent and, following such assignment, Parent is the sole holder of the limited partnership interests of Subsidiary;

WHEREAS, the Management Committee of Parent, the Management Committee of Subsidiary and the Sole Stockholder of Parent deem it advisable that Subsidiary merge with and into Parent and that Parent continue as the surviving business entity, upon the terms set forth herein and in accordance with the laws of the State of Florida (the "Merger");

WHEREAS, the Management Committee of Parent, the Management Committee of Subsidiary and the Sole Stockholder of Parent have, by resolution, duly approved and adopted the provisions of the Merger Agreement, as the plan of merger, as required by the Chapter 610.2108 of the Florida Statutes (the "Code");

NOW, THEREFORE, the parties hereto agree as follows:

### ARTICLE I

#### *Effect of the Merger; Manner and Basis of Converting and Cancelling Equity Interests*

Section 1.1. At the Effective Time (as hereinafter defined), Subsidiary shall be merged with and into Parent, the separate limited partnership existence of Subsidiary shall cease, and Parent shall continue as the surviving business entity, all with the effects provided by the Code, the Florida Uniform Limited Partnership Act (the "Act") and other applicable law. Parent in its capacity as the surviving business entity of the Merger, is hereinafter sometimes referred to as the "Surviving Business Entity."

Section 1.2. At the Effective Time, all of Subsidiary's limited partnership interests issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by Subsidiary, Parent or any other person, be canceled and no cash or securities or other property shall be payable to the Subsidiary in respect thereof.

Section 1.3. At and after the Effective Time, the Surviving Business Entity shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of Subsidiary; and all rights, privileges, immunities and all property, real, personal and mixed, and all debts due on whatever accounts, including

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subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to Subsidiary shall be taken and deemed to be transferred to and vested in the Surviving Business Entity without further act or deed; and title to any real estate, or any interest therein, vested in Subsidiary shall not revert or be in any way impaired by reason of the Merger; and the Surviving Business Entity shall thenceforth be responsible and liable for all liabilities and obligations of Subsidiary and any claim existing or action or proceeding pending by or against Subsidiary may be prosecuted to judgment as if the Merger had not taken place or the Surviving Business Entity may be substituted in its place; all with the effect set forth in the under Code or the Act, as applicable. The authority of the officers and general partner of Subsidiary shall continue with respect to the due execution in the name of Subsidiary of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Act or any contract to which Subsidiary was a party or this Merger Agreement.

## ARTICLE 2

### *Effective Time*

Section 2.1. Parent and Subsidiary shall cause a Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of Florida, all as provided in and in accordance with Code and the Act, as applicable (the "Certificate of Merger").

Section 2.2. The Merger shall become effective when the Certificate of Merger is filed with the Secretary of State of the State of Florida (the "Effective Time").

## ARTICLE 3

### *Articles of Organization; By-Laws*

Section 3.1. The Articles of Organization and By-Laws of Parent as in effect at the Effective Time shall govern the Surviving Business Entity.

## ARTICLE 4

### *Miscellaneous*

Section 4.1. This Merger Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Section 4.2. The internal law Florida will govern all questions concerning the construction, validity and interpretation of this Merger Agreement.

Section 4.3. This Merger Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

\* \* \* \* \*

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IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

KIMBALL HILL HOMES FLORIDA,  
INC., a Florida corporation

By: 

Name: C. Kenneth Love  
Its: Vice Chairman

KIMBALL HILL MARBELLA ESTATES  
LIMITED PARTNERSHIP, a Florida  
limited partnership

By: 

Name: Edward J. Madell  
Its: Chief Financial Officer

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