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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

G. Goulette SEP 22 2005

J. STEPHEN CRAWFORD
ATTORNEY AT LAW

28000 SPANISH WELLS BOULEVARD, BONITA SPRINGS, FLORIDA 34135
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September 12, 2005

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

SUBJECT: BB Homes of Florida, Inc.
(Name of Surviving Corporation)

The enclosed are the original Articles of Merger, one photo copy of the Articles of Merger, and our check for \$78.75 to cover the costs of fees. Please file the original Article of Merger and return a Certified Copy.

Please return all correspondence concerning this matter to following:

J. Stephen Crawford, Chartered
28000 Spanish Wells Boulevard
Bonita Springs, Florida 34135

For further information concerning this matter, please call:

J. Stephen Crawford at (239) 949-1818

Yours truly,


J. Stephen Crawford

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
BB Homes of Florida, Inc.	Florida	P98000004157

Second: The name and jurisdiction of the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
FDI of Fort Myers, Inc.	Florida	800023764



Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on July 15, 2005.

Fifth: The Plan of Merger was adopted by the shareholders of the surviving corporation on July 15, 2005.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on July 15, 2005.

Seventh: Signatures for Each Corporation

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
BB Homes of Florida, Inc.		Klaus Butow, President
FDI of Fort Myers, Inc.		Klaus Butow, President

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated July 15, 2005, is made and entered into by and between BB Homes of Florida, Inc., a Florida corporation with its principal offices located at 28000 Spanish Wells Boulevard, Bonita Springs, Florida 34135, and FDI of Fort Myers, Inc., a Florida corporation with its principal offices located at 28000 Spanish Wells Boulevard, Bonita Springs, Florida 34135.

RECITALS

WHEREAS, the parties desire that FDI of Fort Myers, Inc. be merged into BB Homes of Florida, Inc. (the "Merger"), with BB Homes of Florida, Inc. being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the board of directors of each of the parties to this Agreement and Agreement and Plan of Merger has determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement and Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement and Plan of Merger, the parties agree as follows:

1. Plan of Merger. FDI of Fort Myers, Inc., a Florida corporation, will merge into BB Homes of Florida, Inc., a Florida corporation, which shall be the surviving corporation.

2. Articles of Incorporation. The Articles of Incorporation of BB Homes of Florida, Inc. as in effect immediately before the effective date of the merger shall, without any changes, be the Articles of Incorporation of the surviving corporation from and after the effective date until further amended as permitted by law.

3. Shares of Stock. On the effective date of the merger each one hundred shares of the common stock of FDI of Fort Myers, Inc., being the only authorized, issued and outstanding shares of said corporation shall without more be converted into and exchanged for one share of common stock of BB Homes of Florida, Inc. in accordance with this Agreement and Plan of Merger. Each share of common stock of BB Homes of Florida, Inc. that is issued and outstanding on the effective date of the merger shall continue as an outstanding share of the surviving corporation. As a result of this merger BB Homes of Florida, Inc. will have one hundred ten issued and outstanding shares of the total of 1,000 shares authorized.

4. Assignment of Agreement and Agreement and Plan of Mergers. BB Homes of Florida, Inc. will assume at the closing all contracts, and commitments,

written or oral, of FDI of Fort Myers, Inc. in force on the effective date of the merger (collectively, the "Assumed Contracts").

5. Satisfaction of Rights of Shareholders of FDI of Fort Myers, Inc. All shares of BB Homes of Florida, Inc. into which shares of FDI of Fort Myers, Inc. shall have been converted and become exchangeable under this Agreement and Plan of Merger shall be deemed to have been paid in full satisfaction of such converted shares. Neither of the constituent corporations have issued fractional shares.

6. Effect of Merger. On the effective date of the merger the separate existence of FDI of Fort Myers, Inc. shall cease, and BB Homes of Florida, Inc., the surviving corporation, shall be fully vested in all rights, privileges, immunities, powers and franchises of FDI of Fort Myers, Inc., subject to the restrictions, liabilities, disabilities and duties set forth in §607.1106, Florida Statutes.

7. Instruments of Conveyance and Transfer. On the effective date of the merger FDI of Fort Myers, Inc. shall deliver to BB Homes of Florida, Inc. such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to BB Homes of Florida, Inc. and its counsel as shall be effective to vest in and warrant to BB Homes of Florida, Inc. good and marketable title to the assets, subject to all existing mortgages, security Agreement and Agreement and Plan of Merger, pledges, charges, claims, liens, and encumbrances other than the liens and encumbrances, and to transfer to BB Homes of Florida, Inc. all rights and obligations of FDI of Fort Myers, Inc. under the Assumed Contracts. Simultaneously with such delivery, FDI of Fort Myers, Inc. shall take all steps as may be required to put BB Homes of Florida, Inc. in actual possession and operating control of the Assets and the Business of FDI of Fort Myers, Inc.

8. Supplemental Action. If at any time after the effective date of the merger BB Homes of Florida, Inc. shall determine that any further conveyances, Agreement and Agreement and Plan of Mergers, documents, instruments, deeds, bills of sale, endorsements, assignments and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement and Plan of Merger, the appropriate officers of BB Homes of Florida, Inc., or FDI of Fort Myers, Inc., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of BB Homes of Florida, Inc., any and all proper conveyances, Agreement and Agreement and Plan of Mergers, documents, instruments, deeds, bills of sale, endorsements, assignments and assurances, and perform all necessary or proper acts, to vest, perfect, confirm or record such title thereto in BB Homes of Florida, Inc., or to otherwise carry out the provisions of this Agreement and Plan of Merger.

9. Further Assurances. FDI of Fort Myers, Inc. shall from time to time at the request of BB Homes of Florida, Inc. and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered under Section 1.4 and take such other action as BB Homes of Florida, Inc. may reasonably request to more effectively transfer, convey, and assign to and vest in BB Homes of Florida, Inc., and to put BB Homes of Florida, Inc. in possession of, all or

any portion of the Assets. In the event that any consent required to transfer any of the Assumed Contracts to BB Homes of Florida, Inc. has not been received by the Closing, and BB Homes of Florida, Inc. waives such non-receipt and proceeds to Closing, FDI of Fort Myers, Inc. shall be obligated without further consideration to use its best efforts to secure for the BB Homes of Florida, Inc. the benefits of such contract.

10. Closing. Closing shall take place at 28000 Spanish Wells Boulevard, Bonita Springs, Florida 34135, at 10:00 A.M., on July 15, 2005 (the "closing date"), or at another time, date, and/or place mutually agreed to by the parties, and shall be effective at midnight on July 15, 2005. Closing shall be consummated by the execution and acknowledgement by BB Homes of Florida, Inc. and FDI of Fort Myers, Inc. of Articles of Merger in accordance with §607.1101, Florida Statutes, and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing by BB Homes of Florida, Inc. to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of Merger shall specify the effective date and time of the Merger as July 15, 2005 at midnight.

11. Amendment and Waiver. Any of the terms or conditions of this Agreement and Plan of Merger may be waived at any time by any of the constituent corporations which is, or the shareholders of which are, entitled to the benefit thereof by action of the Board of Directors of such corporation, or by the vote of the shareholders, in accordance with the provisions of §607.1103, Florida Statutes.

12. Termination. At any time before the effective date (whether before or after the filing of the Articles of Merger), this Agreement and Plan of Merger may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of the constituent corporations, notwithstanding favorable actions of the shareholders of the constituent corporations.

13. Venue. Any litigation arising under this Agreement and Plan of Merger shall be instituted only in Lee County, Florida, the place where this Agreement and Plan of Merger was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

14. Severability. Each section, subsection, and lesser section of this Agreement and Plan of Merger constitutes a separate and distinct undertaking, covenant, and/or provision. If any provision of this Agreement and Plan of Merger shall be determined to be unlawful, such provision shall be deemed severed from this Agreement and Plan of Merger, but every other provision of this Agreement and Plan of Merger shall remain in full force and effect.

15. Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement and Plan of Merger is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement and Plan of Merger.

16. Expenses. Each party shall pay its own expenses in connection with the

negotiation and consummation of the transactions contemplated by this Agreement and Plan of Merger.

17. **Miscellaneous.** Time is of the essence of this Agreement and Plan of Merger. This Agreement and Plan of Merger is made in the State of Florida and shall be governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This Agreement and Plan of Merger may be signed in more than one counterpart, in which event each counterpart shall constitute an original of this Agreement and Plan of Merger. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement and Plan of Merger. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires. The prevailing party in any litigation, arbitration, or mediation relating to this Agreement and Plan of Merger shall be entitled to recover reasonable attorney fees from the any adverse party for all matters, including but not limited to appeals. Lee County, Florida, shall be proper venue for any litigation involving this Agreement and Plan of Merger.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

Attest:

By: 

Suzanne Butow, Secretary
(Corporate Seal)

BB HOMES OF FLORIDA, INC.

By: 

Klaus Butow, President

Attest:

By: 

Klaus Butow, Secretary
(Corporate Seal)

FDI OF FORT MYERS, INC.

By: 

Klaus Butow, President