

SEP 19 2005 12:11PM
Division of Corporations

BUSH ROSS P.A.

NO. 2669

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Florida Department of State
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MERGER OR SHARE EXCHANGE

KC CROMWELL OF NORTH CAROLINA, INC.

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: KC CROMWELL OF NORTH CAROLINA, INC.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

BRENDA K. HOLLAND, PARALEGAL
(Contact Person)

BUSH ROSS, P.A.
(Firm/Company)

P.O. BOX 3913
(Address)

TAMPA, FL 33601-3913
(City/State and Zip Code)

For further information concerning this matter, please call:

BRENDA K. HOLLAND At (813) 204-6440
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

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

ARTICLES OF MERGER (Profit Corporations)

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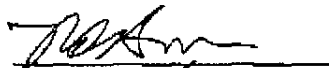
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

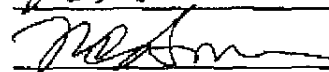
Typed or Printed Name of Individual & Title

KC CROMWELL OF NORTH CAROLINA, INC.



ROBIN C. HOOVER, PRESIDENT

KC CROMWELL, INC.



ROBIN C. HOOVER, PRESIDENT

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AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of September 13, 2005, by and between KC CROMWELL, INC., a Florida corporation with a mailing address of 1046 Royal Pass Road, Tampa, Florida 33602 ("KC Florida"), and KC CROMWELL OF NORTH CAROLINA, INC., a North Carolina corporation with an address of 111 Robin Hood Drive, Asheville, North Carolina 28804 ("KC North Carolina"). KC Florida and KC North Carolina are from time to time herein referred to as the "Constituent Corporations."

Background Information

KC Florida desires to merge into KC North Carolina, with KC North Carolina being the surviving corporation. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that KC Florida be merged with and into KC North Carolina. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement. Accordingly, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

Operative Provisions

ARTICLE I

The Merger

1.01 **The Merger.** Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), KC Florida shall be merged with and into KC North Carolina in accordance with the applicable laws of the State of North Carolina and the State of Florida (the "Merger"). The separate existence of KC Florida shall cease, and KC North Carolina shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of North Carolina.

1.02 **Effective Date.** The Merger shall become effective as of the date set forth in the preamble to this Agreement (the "Effective Date").

1.03 **Certificate of Incorporation.** On the Effective Date, the Certificate of Incorporation of KC North Carolina, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.04 **Bylaws.** On the Effective Date, the Bylaws of KC North Carolina, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

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1.05 Directors and Officers. The directors and officers of KC North Carolina immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

1.06 Tax Consequences. It is intended by the Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

ARTICLE II

Conversion of Shares

2.01 KC Florida Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of KC Florida common stock outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation, par value \$.01 per share (the "Survivor Stock").

2.02 KC North Carolina Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of KC North Carolina Common Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.03 Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

ARTICLE III

Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of KC Florida and KC North Carolina; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of KC Florida and KC North Carolina on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in KC Florida or KC North Carolina, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of KC Florida and KC North Carolina shall be preserved unimpaired, and all liens upon the property of KC Florida or KC North

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Carolina shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of KC Florida such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of KC Florida and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of KC Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either KC Florida or KC North Carolina or both, notwithstanding the approval of this Agreement by the shareholders of KC Florida and KC North Carolina.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either KC Florida or KC North Carolina or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[signature page to follow]

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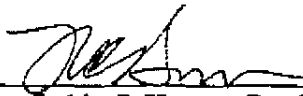
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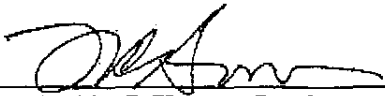
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

KC CROMWELL, INC.,
a Florida corporation

By: 

Robin C. Hoover, President

KC CROMWELL OF NORTH CAROLINA, INC.,
a North Carolina corporation

By: 

Robin C. Hoover, President

*[SIGNATURE PAGE to AGREEMENT OF MERGER AND PLAN OF REORGANIZATION
between KC CROMWELL, INC. and KC CROMWELL OF NORTH CAROLINA, INC.]*

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