

L020000034908

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

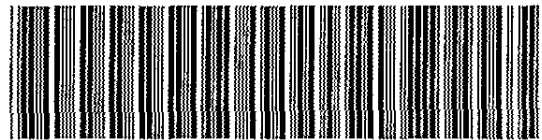
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600009392276

01/03/03--01011--013 **90.00

RECEIVED
JAN 3 2003
FILING OFFICE
STATE OF NEW YORK

JB
H10-03
FF \$60.00
cc 30.00

NORRIS MCLAUGHLIN & MARCUS, PA

ATTORNEYS AT LAW

HAND DELIVERY
721 ROUTE 202-206
BRIDGEWATER, NJ 08807

P.O. BOX 1018
SOMERVILLE, NJ 08876-1018
(908) 722-0700
FAX: (908) 722-0755
WWW.NMMLAW.COM

NEW YORK OFFICE
220 EAST 42ND STREET
30TH FLOOR
NEW YORK, NY 10017

December 30, 2002

BY FEDERAL EXPRESS

Florida Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399


Re: Hatch Mott MacDonald Florida, LLC
Hatch Mott MacDonald Florida, Inc.

Gentlemen:

Enclosed please find an original and three copies of the Articles of Merger for Hatch Mott MacDonald Florida, Inc. merging with and into Hatch Mott MacDonald Florida, LLC, together with a check to cover the filing fees. Would you please process the filing on an expedited basis and return a certified copy to the undersigned in the enclosed envelope.

Please contact the undersigned if you have any questions concerning the filing.

Very truly yours,


John J. Eagan

JJE/gw
enclosures

cc: Mark O'Connor
Gaye L. Greenwald

03 JAN 14 PM 12:16
RECEIVED
FILED
JAN 14 2003
FEDERAL EXPRESS



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

January 7, 2003

JOHN J. EAGAN
NORRIS MCLAUGHLIN & MARCUS, PA
PO BOX 1018
SOMERVILLE, NJ 08876-1018

SUBJECT: HATCH MOTT MACDONALD FLORIDA, LLC
Ref. Number: L02000034908

We have received your document for HATCH MOTT MACDONALD FLORIDA, LLC and your check(s) totaling \$90.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Plan of Merger must list the name(s) and address(es) of the survivors managers or manging members.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 203A00000715

RECEIVED
JAN 13 2003
FILED
TALLAHASSEE, FL
10:00 AM

ARTICLES OF MERGER
Merger Sheet

MERGING:

HATCH MOTT MACDONALD FLORIDA, INC., A FLORIDA ENTITY, 366491

INTO

HATCH MOTT MACDONALD FLORIDA, LLC, a Florida entity, L02000034908

File date: January 15, 2003

Corporate Specialist: Trevor Brumbley

RECEIVED
JAN 15 11:02 AM
AND
FILED
TALLAHASSEE, FL
DIVISION OF CORPORATIONS

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. Hatch Mott MacDonald Florida, Inc. 5111 North 12th Avenue Pensacola, Florida 32513	Florida	Corporation
Florida Document/Registration Number: <u>360491</u>		FEI Number: <u>59-1294824</u>
2.		
Florida Document/Registration Number: _____		FEI Number: _____
3.		
Florida Document/Registration Number: _____		FEI Number: _____
4.		
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

FILED
MAR 13 PM 12:44
CLERK OF DISTRICT COURT
JACKSONVILLE, 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>
Hatch Mott MacDonald Florida, LLC	Florida	Limited Liability Co.
5111 North 12th Avenue		
Pensacola, Florida 32513		

Florida Document/Registration Number: LC2000031968 FEI Number: _____

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.

APPROVED
AND
FILED

AND
FILED

AGREEMENT AND PLAN OF MERGER
OF
HATCH MOTT MacDONALD FLORIDA, INC.
INTO
HATCH MOTT MacDONALD FLORIDA, LLC

This Agreement and Plan of Merger of Hatch Mott MacDonald Florida, Inc., a Florida corporation (the "Corporation"), with and into Hatch Mott MacDonald Florida, LLC, a Florida limited liability company (the "Surviving Company"), is made this 23rd day of December, 2002.

WITNESSETH

WHEREAS, the Corporation and the Surviving Company desire to merge their operations into a single entity to simplify their corporate structure and to establish more efficient control and administration; and

WHEREAS, the shareholders and the Board of Directors of the Corporation and the members of the Surviving Company have determined that it is in the best interest of the Corporation and the Surviving Company that the Corporation merge with and into the Surviving Company.

NOW, THEREFORE, the parties set forth the following Agreement and Plan of Merger:

1. Merger/Surviving Company. The Corporation shall merge with and into the Surviving Company, which shall be the surviving entity.

2. Terms and Conditions of Merger. On the effective date of the merger, the following shall apply:

2.1. The separate existence of the Corporation shall cease and the Surviving Company shall continue in existence as the surviving entity in the merger.

2.2. The Surviving Company shall thereupon and thereafter possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of the Corporation and the Surviving Company.

2.3. All real and personal property, tangible and intangible, of every kind and description belonging to each of the Corporation and the Surviving Company shall be vested in the Surviving Company without further action or deed, and the title to any real estate, or any interest therein, vested in the Corporation or the Surviving Company shall not revert or be in any way impaired by reason of the merger.

2.4. The Surviving Company shall be liable for all of the obligations and liabilities of the Corporation and any claim existing, or action or proceeding pending, by or against the Corporation may be prosecuted to judgment by or against the Surviving Company as if the merger had not taken place or the Surviving Company may be substituted in place of the Corporation. Neither the rights of the creditors nor any liens on the property of the Corporation shall be impaired by the merger.

2.5. The assets and liabilities of the Corporation as of the effective date of the merger shall be taken onto the books of the Surviving Company at the amounts at which they are carried on the books of the Corporation.

2.6. The Certificate of Formation of the Surviving Company as in effect on the effective date of the merger shall be and shall continue to be the Certificate of Formation of the Surviving Company until altered, amended, changed or repealed as provided by law, and the Operating Agreement of the Surviving Company as in effect on the effective date of the merger shall be and shall continue to be the Operating Agreement of the Surviving Company until altered, amended, changed or repealed as provided therein.

2.7. The shareholders of the Corporation on the effective date of the merger shall be members of the Surviving Company in the same percentage as their stockholdings in the Corporation, and all persons who shall be executive or administrative officers of the Corporation on the effective date of the merger shall continue to hold the same such offices in the Surviving Corporation until their respective successors are chosen and qualified by the members of the Surviving Company. Mark G. O'Connor, Corporate Counsel and Manager of the Surviving Company, shall tender his resignation from that position simultaneously with the effective date of the merger and shall be replaced by the Board of Managers. The Directors of the Corporation on the effective date of the merger shall become the members of the Board of Managers of the Surviving Company. The names and addresses of the individuals comprising the Board of Managers of the Surviving Company are: Emil C. Herkert, Peter J. Wickens, Michael O. Blackburn, Keith J. Howells and Timothy J. Thirlwall, each of 27 Bleeker Street, Millburn, NJ 07041, and Charles H. Carlan at 5111 North 12th Ave., Pensacola, FL 32504.

3. Availability of Agreement. A copy of this Agreement will be furnished by the Surviving Company, on request and without cost, to any shareholder of the Corporation or to any member or manager of the Surviving Company. An executed copy of this Agreement will be on file at the principal place of business of the Surviving Company.

4. Abandonment Provision. This Agreement and Plan of Merger may be abandoned at any time prior to the filing of the Certificate of Merger by mutual consent of the parties. In the event of abandonment of this Agreement and Plan of Merger, this Agreement and Plan of Merger shall become null and void and there shall be no liability or obligation on the part of any party.

5. Further Assurances. If at any time the Surviving Company and/or the Corporation determine that additional conveyances, documents or other actions are necessary to carry out the provisions of this Agreement and Plan of Merger, it is understood and agreed by the parties that the Surviving Company shall have the authority to execute such conveyances or documents and take such actions on behalf of the Corporation as may be required to carry out the purposes and provisions of this Agreement and Plan of Merger.

6. Effective Date. The merger shall be effective as of DECEMBER 31, 2002.

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

Hatch Mott MacDonald Florida, Inc.

By: 
Peter J. Wickens, Secretary

Hatch Mott MacDonald Florida, LLC

By: 
Mark G. O'Connor, Manager

03 JAN 15 PM 12:46
FILED
HATCH MOTT MACDONALD
FLORIDA, LLC
HATCH MOTT MACDONALD
FLORIDA, INC.