

185333

Lefkowitz, Stuart Senter
(Requestor's Name)

430 N. Mills Ave Suite 4
(Address)

Orlando, FL 32803
(Address)

(City/State/Zip/Phone #)

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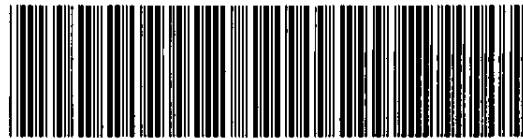
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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 NOV 21 PM 2:35

EFFECTIVE DATE
Dec 1, 2011

Merger
@ 11/28/11

EFFECTIVE DATE

DEC 1, 2011

**ARTICLES OF MERGER
OF
KBS OF JACKSONVILLE LIQUIDATING CORPORATION,
a Florida corporation,
with and into
KBS LIQUIDATING CORPORATION,
a Florida corporation**

Pursuant to the provisions of Section 607.1105, Florida Statutes, the undersigned, on behalf of KBS OF JACKSONVILLE LIQUIDATING CORPORATION, a Florida corporation, and KBS LIQUIDATING CORPORATION, a Florida corporation, adopted the following Articles of Merger:

1. The Agreement and Plan of Merger, dated November 4, 2011 (the "Plan of Merger") between KBS OF JACKSONVILLE LIQUIDATING CORPORATION and KBS LIQUIDATING CORPORATION was approved and adopted by all or a majority of the shareholders and all of the directors of KBS LIQUIDATING CORPORATION, a Florida corporation on November 4, 2011 and was approved and adopted by all or a majority of the shareholders and all of the directors KBS OF JACKSONVILLE LIQUIDATING CORPORATION, a Florida corporation on November 4, 2011.

2. Pursuant to the Agreement and Plan of Merger, all issued and outstanding shares of stock of KBS OF JACKSONVILLE LIQUIDATING CORPORATION, a Florida corporation, will be acquired by means of a merger into KBS LIQUIDATING CORPORATION, a Florida corporation, with KBS LIQUIDATING CORPORATION, the Florida corporation, being the surviving corporation.

3. The Plan of Merger is attached as Exhibit A and incorporated by reference into these Articles as if it were fully set forth herein.

4. The effective date of the merger shall be December 1, 2011.

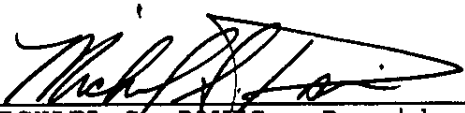
5. The Plan of Merger was approved by the shareholders and directors of both corporations in accordance with Florida law.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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IN WITNESS WHEREOF the parties have set their hands this 4th
of November, 2011.

KBS OF JACKSONVILLE LIQUIDATING
CORPORATION,
a Florida Corporation

By:


MICHAEL S. DAVIS, President

KBS LIQUIDATING CORPORATION,
a Florida Corporation

By:


HARVEY N. KOBRIN, President

IN WITNESS WHEREOF the parties have set their hands this 4th
of November, 2011.

KBS OF JACKSONVILLE LIQUIDATING
CORPORATION,
a Florida Corporation

By: see prior page
MICHAEL S. DAVIS, President

KBS LIQUIDATING CORPORATION,
a Florida Corporation

By: Harvey N. Kobrin
HARVEY N. KOBRIN, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of November 4, 2011 by and between KBS LIQUIDATING CORPORATION, a Florida corporation (the "Surviving Corporation") and KBS OF JACKSONVILLE LIQUIDATING CORPORATION, a Florida corporation (the "Merging Corporation").

WHEREAS, the parties desire that the Merging Corporation merge with and into the Surviving Corporation (the "Merger"); and

WHEREAS, the Board of Directors of the Merging Corporation deems the Merger advisable and in the best interests of the Merging Corporation and its shareholders and has adopted a resolution approving this Agreement providing for the Merger; and

WHEREAS, the Board of Directors of the Surviving Corporation deems the Merger advisable and in the best interests of the Surviving Corporation and its shareholders and has adopted a resolution approving this Agreement providing for the Merger; and

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, representations, warranties and covenants herein contained and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner of converting the capital stock of the Merging Corporation into shares of capital stock of the Surviving Corporation, and such other provisions as are deemed desirable in connection with the Merger, the parties, intending to be bound, hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 607 of the Florida Statutes, at the Effective Time (as hereafter defined), the Merging Corporation will be merged with and into the Surviving Corporation. The Merging Corporation shall be the merging corporation under the Merger and its separate corporate existence shall cease as of the Effective Time. The Surviving Corporation shall be the surviving corporation under the Merger and shall

continue to be governed by the Florida Statutes, shall retain its name "KBS LIQUIDATING CORPORATION" and shall succeed to and assume all rights and obligations of the Merging Corporation in accordance with the Florida Statutes. On the Effective Time of the Merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger.

1.2. Effective Time. The parties shall execute and file Articles of Merger in the form required by the FLS (the "Florida Articles of Merger") and Articles of Merger in the form required by the Florida Statutes with the Florida Secretary of State (the "Florida Articles of Merger"). The Merger shall become effective upon the latest to occur of (a) the time that the Florida Articles of Merger are filed with the Florida Secretary of State, (b) the time that the Florida Articles of Merger are filed with the Florida Secretary of State, or (c) at such later time as may be mutually agreed upon by the parties and specified in the Florida Articles of Merger and the Florida Articles of Merger, more specifically at 12:01 a.m. on December 1, 2011 (the "Effective Time").

1.3. Effects of the Merger. The Merger shall have the effects set forth in the Florida Statutes.

(a) Certificate of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and By-Laws of the Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

(b) Directors. The directors of the Surviving Corporation serving immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

(c) Officers. The officers of the Surviving Corporation serving immediately prior to the Effective Time shall be the officers of the Surviving Corporation (retaining their respective positions and terms of office) from and after the Effective Time until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II
CONVERSION OF STOCK

2.1 Conversion of the Surviving Corporation Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, each issued and outstanding share of common voting and non-voting stock of the Surviving Corporation (collectively, the "Surviving Corporation Shares") shall automatically be converted into one-half (1/2) of the voting shares and one-tenth (1/10) of the non-voting shares, respectively, of the Surviving Corporation, and all certificates formerly representing the Surviving Corporation's Shares shall be deemed canceled and of no effect in representing an equity interest in the Surviving Corporation. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, all of the Surviving Corporation's outstanding shares, converted and replaced as described in the preceding sentence, shall be canceled and shall not represent any equity interest in the Surviving Corporation.

2.2 Conversion of the Merging Corporation Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, each issued and outstanding share of common voting and any non-voting stock of the Merging Corporation (collectively, the "Merging Corporation Shares") shall automatically be converted into one-hundredth (1/100) of the voting or non-voting shares, as the case may be, of the Surviving Corporation, and all certificates formerly representing the Merging Corporation's Shares shall be deemed canceled and of no effect in representing an equity interest in the Surviving Corporation. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, all of the Merging Corporation's outstanding shares shall be canceled and shall not represent any equity interest in the Surviving Corporation.

ARTICLE III
TAX PROVISIONS

3.1 Reorganization. The parties agree that the Merger is intended to qualify as a S Corporation reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986 (the "Code") and the parties will prepare and file their state and federal income tax returns on a basis consistent with this intent and will take such action as may be necessary to obtain such qualifications.

**ARTICLE IV
MISCELLANEOUS**

4.1 Assignment. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either party, in whole or in part, without the consent of the other parties hereto, and any attempted assignment in violation of this prohibition shall be null and void. If this Agreement is assigned with such consent, the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective assigns; provided, however, that no assignment of this Agreement or any of the rights or obligations hereunder shall relieve any party of its obligations under this Agreement.

4.2. Law Governing. This Agreement will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof.

4.3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.4. Amendment and Waiver. Any of the terms or conditions of this Agreement may be waived, amended or modified in whole or in part at any time to the extent authorized by applicable law, by a writing signed by the parties hereto.

4.5. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters contained herein, and supersedes all prior agreements and understandings between the parties with respect thereto.

4.6. Remedies. Subject to the terms hereof, in the event of any willful breach of this Agreement in any material respect by any of the parties hereto, any other party hereto damaged shall have all the rights, remedies and causes of action available at law or in equity.

4.7. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.


4.8. Registered Agent and Office in Florida. The Surviving Corporation's registered office in the State of Florida will be 430 N. Mills Avenue, Suite 4, Orlando, Florida 32803. The name of its registered agent at such address is Ivan M. Lefkowitz.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

KBS OF JACKSONVILLE LIQUIDATING
CORPORATION,
a Florida Corporation

By: 
MICHAEL S. DAVIS, President

KBS LIQUIDATING CORPORATION,
a Florida Corporation

By: 
HARVEY N. KOBKIN, President

4.8. Registered Agent and Office in Florida. The Surviving Corporation's registered office in the State of Florida will be 430 N. Mills Avenue, Suite 4, Orlando, Florida 32803. The name of its registered agent at such address is Ivan M. Lefkowitz.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

KBS OF JACKSONVILLE LIQUIDATING
CORPORATION,
a Florida Corporation

By: see prior page
MICHAEL S. DAVIS, President

KBS LIQUIDATING CORPORATION,
a Florida Corporation

By: Harvey N. Kobrin
HARVEY N. KOBRIN, President