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2006 DEC 18 PM 2:36

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Wedding and Associates, Architects, 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:

R. Donald Mastry, Esq.
(Contact Person)

Trenam Kemker
(Firm/Company)

P. O. Box 3542
(Address)

St. Petersburg, Florida 33731
(City/State and Zip Code)

For further information concerning this matter, please call:

R. Donald Mastry At (727) 824-6140
(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 OF WEDDING, STEPHENSON & IBARGUEN,
ARCHITECTS, INC.
WITH AND INTO WEDDING AND ASSOCIATES, ARCHITECTS, INC.

FILED
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DIVISION OF CORPORATIONS
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The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act for the purpose of merging WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC., a Florida corporation, with and into WEDDING AND ASSOCIATES, ARCHITECTS, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>	<u>EFFECTIVE DATE</u>
Wedding, Stephenson & Ibarguen, Architects, Inc.	Florida	01-01-07
Wedding and Associates, Architects, Inc.	Florida	

2. The name which the Surviving Corporation is to have after the merger will be "WEDDING AND ASSOCIATES, ARCHITECTS, INC."

3. This merger is permitted under the laws of the State of Florida. WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC., and WEDDING AND ASSOCIATES, ARCHITECTS, INC. have complied with the applicable provisions of the laws of the State of Florida.

4. The AGREEMENT AND PLAN OF MERGER OF WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. and WEDDING AND ASSOCIATES, ARCHITECTS, INC., (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

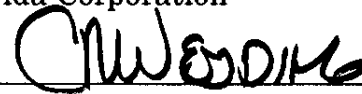
5. The Board of Directors of WEDDING AND ASSOCIATES, ARCHITECTS, INC., the Surviving Corporation in the merger, approved, recommended and adopted the AGREEMENT AND PLAN OF MERGER by written consent dated effective December 15, 2006, and directed that such document be submitted to a vote of its sole shareholder. The Board of Directors of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC., approved, recommended and adopted the AGREEMENT AND PLAN OF MERGER by written consent dated effective December 15, 2006, and directed that such document be submitted to a vote of its sole shareholder. The sole shareholder of WEDDING AND ASSOCIATES, ARCHITECTS, INC., and the sole shareholder of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent dated effective December 15, 2006, in the manner prescribed by law.

6. The effective date of the merger contemplated by the ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be January 1, 2007.

These ARTICLES OF MERGER have been signed by the President of WEDDING AND ASSOCIATES, ARCHITECTS, INC., and by the President of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC., each thereunto duly authorized, dated effective as of the 15th day of December, 2006.

WEDDING AND ASSOCIATES, ARCHITECTS, INC.
a Florida Corporation

By: _____



C. Randolph Wedding, President

WEDDING, STEPHENSON & IBARGUEN,
ARCHITECTS, INC., a Florida Corporation

By: _____



C. Randolph Wedding, President

AGREEMENT AND PLAN OF MERGER OF
WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC.
WITH AND INTO WEDDING AND ASSOCIATES, ARCHITECTS, INC.

THIS AGREEMENT AND PLAN OF MERGER is dated effective January 1, 2007, and is made and entered into by and between WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC., a corporation organized and existing under the laws of the State of Florida, (being hereinafter sometimes referred to as the "Merging Corporation") and WEDDING AND ASSOCIATES, ARCHITECTS, INC., a corporation organized and existing under the laws of the State of Florida (being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Sole Shareholder of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. be merged with and into WEDDING AND ASSOCIATES, ARCHITECTS, INC., with WEDDING AND ASSOCIATES, ARCHITECTS, INC. being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. shall be merged with and into WEDDING AND ASSOCIATES, ARCHITECTS, INC. in accordance with the laws of the State of Florida. The separate corporate existence of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. shall thereby cease, and WEDDING AND ASSOCIATES, ARCHITECTS, INC. shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "WEDDING AND ASSOCIATES, ARCHITECTS, INC."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a

private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective January 1, 2007, and is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS:

DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of WEDDING AND ASSOCIATES, ARCHITECTS, INC., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of WEDDING AND ASSOCIATES, ARCHITECTS, INC., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of WEDDING AND ASSOCIATES, ARCHITECTS, INC. immediately prior to the Effective Time shall, after the merger, continue as Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CANCELLATION OF SHARES

4.1 The Merging Corporation presently has issued and outstanding Two Hundred Forty-Five (245) shares of common stock ("WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. Common"), which are all owned by its Sole Shareholder, WEDDING AND ASSOCIATES, ARCHITECTS, INC.

4.2 At the Effective Time, each issued and outstanding share of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. Common owned by its Sole Shareholder will be cancelled and will not be converted. After the Effective Time, the Sole Shareholder of the outstanding certificate or certificates theretofore representing shares of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. Common shall be required to surrender the same to the Surviving Corporation for cancellation. No other cash, shares, securities or obligations will be distributed or issued upon the cancellation of the WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. Common.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to filing with the Florida Department of State of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporations. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, offices or shareholders in respect of this Agreement and Plan.

5.2 The Sole Shareholder of WEDDING, STEPHENSON & IBARGUEN, ARCHITECTS, INC. and WEDDING AND ASSOCIATES, ARCHITECTS, INC. have waived their rights to dissent to the Agreement and Plan, and have waived their rights pursuant to Sections 607.1301, 607.1302, and 607.1320 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

5.4 This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

This Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations effective as of the day and year first above written.

WEDDING, STEPHENSON & IBARGUEN,
ARCHITECTS, INC., a Florida Corporation

By: C. Randolph Wedding
C. Randolph Wedding, President

WEDDING AND ASSOCIATES, ARCHITECTS,
INC., a Florida Corporation

By: C. Randolph Wedding
C. Randolph Wedding, President