GRAY, HARRIS & ROBINSON
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
SUITE 250
225 SOUTH ADAMS STREET
POST OFFICE BOX 11189
TALLAHASSEE, FL 32302-3189
TELEPHONE 850-222-7717
FAX 850-222-3494
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FILED
00 DEC 27 PM 2:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

E-MAIL ADDRESS

602357

KELLY B. PLANTE, ESQUIRE

December 27, 2000

Division of Corporations
George Firestone Building
409 East Gaines Street
Tallahassee, FL 32301

Via Hand Delivery

To Whom It May Concern:

Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **$87.50** for the requisite filing fees and fees to obtain **two (2) certified copies of the Articles** for the following entities:

GRAY, HARRIS & ROBINSON, P.A.
Document Number: 602357

and

SHACKLEFORD FARRIOR STALLINGS & EVANS, P.A.
Document Number: 602020

RECEIVED
00 DEC 27 AM 9:07
DIVISION OF CORPORATIONS

Upon receipt, please "date-stamp" the copy of the letter provided and call Ann Cotroneo at 222-7717, when the documents are ready. Thank you for your assistance in this matter.

EFFECTIVE DATE
01-01-01

Merger
12-27-00
MT

Very truly yours,

Kelly B. Plante

Kelly B. Plante

KBP/amc
Enclosures
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*****87.50 *****87.50

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

December 27, 2000

GRAY , HARRIS & ROBINSON
ATTN: KELLY B. PLANTE
POST OFFICE BOX 11189
TALLAHASSEE, FL 32302-3189

SUBJECT: SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION
Ref. Number: 602020

We have received your document for SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION and your check(s) totaling $87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please reprint these documents with the corporate suffix of Professional Association instead of P.A. for Shackleford Farrior Stallings & Evans.

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) 487-6957.

Doug Spitler
Document Specialist

Letter Number: 800A00064463

ARTICLES OF MERGER
Merger Sheet

MERGING:

SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION, a Florida corporation, 602357

INTO

GRAY, HARRIS & ROBINSON, P.A., a Florida entity, 602357

File date: December 27, 2000, effective January 1, 2001

Corporate Specialist: Doug Spitler

FILED
00 DEC 27 PM 2:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF

SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION
a Florida professional corporation
d/b/a Gray, Harris, Robinson, Shackleford, Farrior

WITH AND INTO

GRAY, HARRIS & ROBINSON, P.A.,
a Florida professional corporation

Pursuant to the Florida Business Corporation Act
and the Florida Professional Service Corporation and Limited Liability Act

---

SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION, a Florida professional corporation d/b/a Gray, Harris, Robinson, Shackleford, Farrior ("Subsidiary") desires to merge with and into **GRAY, HARRIS & ROBINSON, P.A.**, a Florida professional corporation ("Parent"). In connection therewith, the undersigned **DOES HEREBY CERTIFY** as follows:

FIRST: That the names and states of incorporation of each of the constituent corporations are:

EFFECTIVE DATE
01-01-01

Name	State of Incorporation
SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION	Florida
GRAY, HARRIS & ROBINSON, P.A.	Florida

SECOND: Parent owns 100% of the issued and outstanding capital stock of Subsidiary.

THIRD: That the merger of Subsidiary with and into Parent (the "Merger") is permitted by the laws of the state under which each constituent corporation is incorporated.

THIRD: That a Plan and Agreement of Merger (a copy of which is attached hereto and made a part hereof) has been duly adopted and unanimously approved by the shareholders and directors of Parent as of Aug. 8, 2000.

FOURTH: That the Plan and Agreement of Merger attached hereto, while not required to be submitted to the directors or shareholders of Subsidiary pursuant to Section 607.1104, Florida Statutes, was unanimously approved by the shareholders and directors of Subsidiary as of Dec. 11, 2000.

FIFTH: That Parent is the surviving corporation.

SIXTH: That the Merger shall be effective as of the start of business on January 1, 2001.

IN WITNESS WHEREOF, the Boards of Directors of Parent and Subsidiary have caused these Articles of Merger to be executed by an authorized officer this 18th day of December, 2000.

GRAY, HARRIS & ROBINSON, P.A., a Florida professional corporation

By: ______________________
Name: Byrd F. Marshall, Jr.
Its: President

SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION, a Florida professional corporation d/b/a Gray, Harris, Robinson, Shackleford, Farrior

By: ______________________
Name: Lucius M. Dyal Jr.
Its: President

PLAN AND AGREEMENT OF MERGER BETWEEN

SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION,
a Florida professional corporation
d/b/a Gray, Harris, Robinson, Shackleford, Farrior

AND

GRAY, HARRIS & ROBINSON, P.A.,
a Florida professional corporation

THIS PLAN AND AGREEMENT OF MERGER, is submitted in compliance with s. 607.1104 of the Florida Business Corporation Act on behalf of **SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION**, a Florida professional corporation d/b/a Gray, Harris, Robinson, Shackleford, Farrior ("Subsidiary") and **GRAY, HARRIS & ROBINSON, P.A.**, a Florida professional corporation ("Parent"), providing that Subsidiary shall merge with and into Parent, pursuant to the terms and conditions contained herein and in accordance with the Florida Business Corporation Act and the Florida Professional Service Corporation and Limited Liability Act (the "Merger").

WHEREAS, Subsidiary is a Florida professional corporation with its principal place of business at 501 East Kennedy Blvd., Suite 1400, Tampa, Florida 33602;

WHEREAS, Parent is a Florida professional corporation with its principal place of business at 301 East Pine Street, Suite 1400, Orlando, Florida 32801;

WHEREAS, Parent owns 100% of Subsidiary's issued and outstanding capital stock;

WHEREAS, the Florida Business Corporation Act and the Florida Professional Service Corporation and Limited Liability Act permit the merger of one or more Florida professional corporations with and into another professional corporation of the State of Florida; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged with and into Parent, on the terms and conditions set forth, in accordance with s. 607.1104 of the Florida Business Corporation Act and that the properties, businesses, assets, and liabilities of all parties be combined into one surviving corporation, which shall be Parent and which shall continue to exist under its present name pursuant to the Florida Business Corporation Act and the Florida Professional Service Corporation and Limited Liability Act.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Florida, do hereby agree to and adopt the following:

ARTICLE I

1.1 Names of Constituent Corporations.

Name of Disappearing Corporation	SHACKLEFORD FARRIOR STALLINGS & EVANS, PROFESSIONAL ASSOCIATION, a Florida professional corporation d/b/a Gray, Harris, Robinson, Shackleford, Farrior
Name of Surviving Corporation	GRAY, HARRIS & ROBINSON, P.A., a Florida professional corporation

1.2 The Merger; Effect of Merger. At the Effective Time (as defined in Section 1.3 below), Subsidiary shall be merged with and into Parent, the separate existence of Subsidiary shall cease, and Parent, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Florida unaffected and unimpaired by the Merger.

1.3 Effective Time. The Effective Time of the Merger shall be as of the start of business on January 1, 2001.

1.4 Rights and Obligations of the Surviving Corporation. At the Effective Time, in accordance with the applicable laws of the Florida Business Corporation Act, the Surviving Corporation shall possess, insofar as permitted by such laws, all rights, privileges and powers of Subsidiary; and all property and assets of Subsidiary shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of Subsidiary.

1.5 Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Subsidiary, as well as enforcement of any obligation of the Surviving Corporation arising from the Merger.

ARTICLE 2

2.1 Surviving Corporation Stock. At the Effective Time, each share of Parent common stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock, $1.00 par value, of the Surviving Corporation. No shares of Parent common stock shall be issued to any person in connection with the Merger.

2.2 No Conversion of Subsidiary Stock. Since all of the issued and outstanding capital stock of Subsidiary are owned by Parent, upon consummation of the Merger, no conversion of the issued and outstanding capital stock of Subsidiary is necessary.

2.3 Surrender of Stock Certificates. At the Effective Time, no actual surrender of certificates representing shares of Subsidiary's capital stock is required; instead, from and after the Effective Time all such certificates shall be deemed for all purposes surrendered and canceled.

2.4 Closing of Stock Transfer Books. From and after the Effective Time, the stock transfer books of Subsidiary shall be closed and no transfer of shares of Subsidiary capital stock shall thereafter be made.

2.5 No Dissenters' Rights. Because Parent owns 100% of the issued and outstanding capital stock of Subsidiary, and because Parent has authorized and approved the Merger, there are no shareholders of Subsidiary entitled to dissenters' rights under the Florida Business Corporation Act.

ARTICLE 3

3.1 Articles of Incorporation. The Articles of Incorporation of Parent in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, until such Articles shall be amended as provided by law.

3.2 Bylaws. The Bylaws of Parent in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed.

3.3 Board of Directors. The membership of the Board of Directors of Parent in effect immediately prior to the Effective Time shall be and remain the membership of the Board of Directors of the Surviving Corporation, until such time as their successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Bylaws of the Surviving Corporation.

ARTICLE 4

4.1 Amendment. At any time before the filing with the Florida Department of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Department of State, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Time.

4.2 Termination. This Plan and Agreement of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time, whether before or after adoption of this Plan and Agreement of Merger by the Directors of Parent, if the Board of Directors of Parent determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

4.3 Further Assurances. If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Parent.

IN WITNESS WHEREOF, Parent, pursuant to the authority duly granted by its Board of Directors, has caused this Agreement to be executed in its corporate name by a duly authorized officer this 18th day of December, 2000.

GRAY, HARRIS & ROBINSON, P.A., a Florida professional corporation

By: ______________________
Name: Byrd F. Marshall, Jr.
Its: President

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