

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H09000023235 3)))



H090000232353ABCY

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 FEB -2 PM 3:44

FILED

MERGER OR SHARE EXCHANGE

Sandler, Travis & Rosenberg, P.A.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

RECEIVED
2009 FEB -2 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

FILED

2009 FEB -2 PM 3:44

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES AND PLAN OF MERGER
MERGING

SANDLER, TRAVIS & ROSENBERG AND GLAD & FERGUSON,
PROFESSIONAL CORPORATION
WITH AND INTO
SANDLER, TRAVIS & ROSENBERG, P.A.

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act ("FBCA"), pursuant to section 607.1105, Florida Statutes.

FIRST: Sandler, Travis & Rosenberg, P.A., a Florida corporation ("ST&R"), the surviving corporation, is a corporation organized and existing under the FBCA and its Document Number is 687866.

SECOND: Sandler, Travis & Rosenberg and Glad & Ferguson, Professional Corporation ("G&F"), the merging company is a corporation organized and existing under the California General Corporations Law.

THIRD: Attached hereto as Exhibit A is an Agreement and Plan of Merger (the "Merger Agreement"), which has been approved and adopted by ST&R and G&F and which sets forth the terms and conditions of the merger of G&F with and into ST&R.

FOURTH: The Articles of Merger and the Merger Agreement was adopted by the unanimous vote of ST&R's board of directors on December 16, 2008, and by the unanimous vote of ST&R's shareholders on December 16, 2008 in accordance with Section 607.0704 of the FBCA.

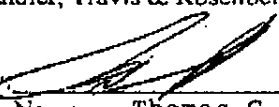
The Articles of Merger and the Merger Agreement were adopted by the unanimous vote of G&F's board of directors on December 16, 2008, and by the unanimous vote of G&F's shareholders on December 16, 2008 in accordance with Section 607.0704 of the FBCA.

The Merger shall become effective on January 1, 2009.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, ST&R and G&F have caused these Articles of Merger to be executed by the undersigned, each a duly authorized officer thereof, as of the 6 day of December, 2008.

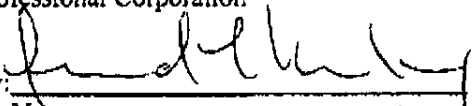
Sandler, Travis & Rosenberg, P.A.

By: 

Name: Thomas G. Travis,

Title: Vice President

Sandler, Travis & Rosenberg and Glad & Ferguson,
Professional Corporation

By: 

Name: Leonard L. Rosenberg

Title: Member

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Merger Agreement"), dated as of December 16, 2008, by and between Sandler, Travis & Rosenberg and Glad & Ferguson, Professional Corporation, a California corporation ("G&F"), and Sandler, Travis & Rosenberg, P.A., a Florida corporation ("ST&R"), and after the Effective Time, as defined below, ST&R as the surviving corporation.

The parties hereby prescribe the terms and conditions of merger and the mode of carrying the same into effect as follows:

1. **Terms and Conditions of the Merger of G&F with and into ST&R.** Subject to the terms of this Merger Agreement and in accordance with the applicable provisions of the Florida Business Corporations Act (the "FBCA") and the California Corporations Code (the "California Code"), at the Effective Time (as such term is defined in Section 7 of this Merger Agreement) G&F shall merge with and into ST&R, the separate existence of G&F will cease as provided under the applicable provisions of Florida and California state law and ST&R shall be the surviving corporation (the "Merger"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges and powers of G&F shall vest in ST&R and all of the debts, liabilities, obligations and liens of G&F shall become debts, liabilities, obligations and liens of ST&R.

2. **Shares.** At the Effective Time, except as provided herein all of the then issued and outstanding shares of G&F shall be cancelled without consideration; provided that the shares of G&F owned by T. Randolph Ferguson shall be converted into and constitute the right to receive from ST&R an amount equal to fifteen thousand dollars (\$15,000). No shares of ST&R shall be issued in exchange for the shares of G&F, and the issued and outstanding shares of ST&R shall remain outstanding and not be affected.

3. **Approval of Merger.** This Merger Agreement has been authorized and approved by the shareholders and Board of Directors of G&F in accordance with the California General Corporations Law (the "CGCL") and by the shareholders and Board of Directors of ST&R in accordance with the FBCA.

4. **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of the surviving corporation of the Merger shall be the Articles of Incorporation of ST&R until thereafter amended as provided therein and by applicable law.

5. **Bylaws.** At the Effective Time, the Bylaws of the surviving corporation of the Merger shall be the Bylaws of ST&R until thereafter amended as provided therein and by applicable law.

6. **Directors and Officers.** At the Effective Time, the directors and officers of the surviving corporation of the Merger shall be the directors and officers of ST&R incumbent as of the date hereof

7. **Effective Time.** The Merger shall become effective when filed (the "**Effective Time**").

8. **Plan of Reorganization.** G&F and ST&R hereby adopt this Merger Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g).

9. **Miscellaneous.**

(a) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(b) After the Effective Time, the surviving company and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to G&F property and rights in the surviving corporation and otherwise carry out the purposes of this Merger Agreement in the name of ST&R or otherwise.

(c) This Merger Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

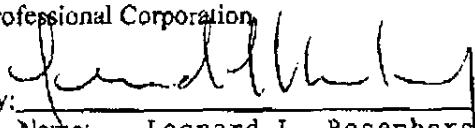
(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, ST&R and G&F have caused this Merger Agreement to be executed by the undersigned, each a duly authorized officer thereof, as of the 16 day of December, 2008.

Sandler, Travis & Rosenberg, P.A.

By: 
Name: Thomas G. Travis
Title: Vice President

Sandler, Travis & Rosenberg and Glad & Ferguson,
Professional Corporation

By: 
Name: Leonard L. Rosenberg
Title: Member