

Division of Corporations

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F39213

Florida Department of State
Division of Corporations
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Division of Corporations

Fax Number : (850)617-6380 **ATTN: MS. IRENE ALBRITTON**

From:

Account Name : FOWLER WHITE BOGGS BANKER - JACKSONVILLE

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MERGER OR SHARE EXCHANGE

Duke Properties, Inc.

Certificate of Status	0
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Page Count	05
Estimated Charge	\$70.00

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**ARTICLES OF MERGER
OF
THE WILLIS GROUP, INC.
WITH AND INTO
DUKE PROPERTIES, INC.**

The Willis Group, Inc., and Duke Properties, Inc., Florida corporations, (collectively, the "Constituent Entities"), submit the following Articles of Merger in accordance with Section 607.1105, Florida Statutes.

**ARTICLE I
CONSTITUENT ENTITIES**

The exact name, street address of its principal office, jurisdiction, and entity type for each Constituent Entity are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
The Willis Group, Inc. 437 E. Monroe Street Jacksonville, FL 32202	Florida	For Profit Corporation
Florida Document Registration Number: H23292		

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Duke Properties, Inc. 437 E. Monroe St. Jacksonville, FL 32202	Florida	For Profit Corporation
Florida Document Registration Number: F39213		

The name of the surviving entity following the transactions contemplated by these Articles of Merger and the attached Plan of Merger is Duke Properties, Inc., a Florida corporation ("Surviving Entity").

**ARTICLE II
APPROVAL OF PLAN OF MERGER**

The attached Plan of Merger set forth on Exhibit A hereto meets the requirements of Section 607.1105, Florida Statutes, and was duly adopted and approved by each Constituent Entity that is a party to the merger in accordance with Chapter 607, Florida Statutes.

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**ARTICLE III
AUTHORITY UNDER LAWS**

The merger is permitted under the laws of all applicable jurisdictions and is not prohibited by the bylaws or articles of incorporation of either of the Constituent Entities that is a party to this merger.

**ARTICLE IV
EFFECTIVE DATE**

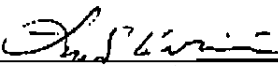
The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

**ARTICLE V
COMPLIANCE WITH LAWS**

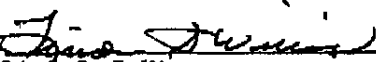
The Articles of Merger comply with and were executed in accordance with the laws of the jurisdiction of each Constituent Entity.

IN WITNESS WHEREOF, the undersigned, constituting the duly authorized officers of the Constituent Entities, have executed these Articles of Merger on behalf of each of the Constituent Entities.

THE WILLIS GROUP, INC., a Florida
corporation

By 
Lynwood G. Willis
Its President

DUKE PROPERTIES, INC.
a Florida corporation

By 
Linda L. Sullivan
Its President

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EXHIBIT A**PLAN OF MERGER**

THIS PLAN OF MERGER was adopted by the Board of Directors of Duke Properties, Inc., a Florida corporation ("Parent") and The Willis Group, Inc., a Florida corporation ("Subsidiary"), both as of the 7th day of July, 2008.

WITNESSETH:

WHEREAS, Parent owns 100% of the issued and outstanding shares of the common stock of the Subsidiary, which is the only outstanding class of capital stock of Subsidiary; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Subsidiary be merged with and into Parent (the "Merger"), on the terms and conditions set forth herein and in accordance with the applicable provisions of the Florida Business Corporation Act (the "FBCA"); and

WHEREAS, Parent shall be the being the surviving corporation, and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I**THE MERGER**

1. The term "Effective Date" shall mean the date on which the Articles of Merger is filed with the Secretary of State of the State of Florida.

2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the

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ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

ARTICLE II.

EFFECTS OF THE MERGER

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in the FBCA.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF SHARES

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's issued and outstanding common stock shall, by virtue of the Merger and without any action on the part of Parent, be cancelled and retired and shall cease to exist and no consideration shall be delivered in exchange therefor.

ARTICLE IV

APPROVAL

This Plan of Merger was adopted and approved by the Board of Directors of Parent. The approvals of the Board of Directors and sole shareholder of Subsidiary and sole shareholder of Parent are not required.

ARTICLE V

ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time of the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same shall be altered, amended or repealed.

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ARTICLE VI**BOARD OF DIRECTORS AND OFFICERS**

The Board of Directors and officers of Parent immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the directors and officers of Parent until the directors' and officers' successors are elected and qualified or until their earlier death, resignation or removal.

ARTICLE VII**ASSIGNMENT**

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 Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE VIII**AMENDMENT**

At any time before the filing of the Articles of Merger with the Secretary of State of the State of Florida to be filed in connection with this Plan, the directors of Parent may amend this Plan.

ARTICLE IX**TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.
