

L02000009394

Florida Department of State

Division of Corporations

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE**KETCHEY HORAN LIQUIDATION, LLC**

Certificate of Status	1
Certified Copy	1
Page Count	04
Estimated Charge	\$87.50

95.00

ARTICLES OF MERGER
Merger Sheet

MERGING:

KETCHEY HORAN, P.A., G42446, A Florida entity

INTO

KETCHEY HORAN LIQUIDATION, LLC, a Florida entity, L02000009394

File date: April 22, 2002, effective April 22, 2002

Corporate Specialist: Michelle Hodges

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TALLAHASSEE FLORIDA

**ARTICLES OF MERGER FOR
KETCHHEY HORAN LIQUIDATION, LLC,
AND KETCHHEY HORAN, P.A.**

The undersigned Managing Member of Ketchey Horan Liquidation, LLC, a Florida limited liability company, and President of Ketchey Horan, P.A., a Florida professional service corporation, hereby makes, acknowledges and files with the Florida Secretary of State these Articles of Merger for the purpose of merging the foregoing limited liability company and professional services corporation in accordance with the laws of the State of Florida.

I. Merger and Name of the Surviving Limited Liability Company. Ketchey Horan Liquidation, LLC, and Ketchey Horan, P.A., shall be merged effective April 22, 2002, at 6:00 p.m., and the surviving limited liability company shall be Ketchey Horan Liquidation, LLC. G4 2446 102-9394

II. Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of the surviving limited liability company, Ketchey Horan Liquidation, LLC, shall not be changed or affected by the merger.

III. Cancellation of Shares. All issued and outstanding shares of stock in Ketchey Horan, P.A., shall be cancelled, and the issued and outstanding membership units in Ketchey Horan Liquidation, LLC, shall constitute the issued and outstanding membership units in the surviving limited liability company.

IV. Adoption of Agreement and Plan of Merger. The Agreement and Plan of Merger was unanimously approved by the members of Ketchey Horan Liquidation, LLC, and unanimously approved by the shareholders and directors of Ketchey Horan, P.A., on April 22, 2002 at 2:00 p.m., with an effective date of April 22, 2002, at 6:00 p.m., and the Managing Member of Ketchey Horan Liquidation, LLC, and the President of Ketchey Horan, P.A., was authorized and instructed to execute these Articles of Merger and to file them with the Florida Secretary of State.

KETCHHEY HORAN LIQUIDATION, LLC

KETCHHEY HORAN, P.A.

By: _____

Charles F. Ketchey, Jr.,
Its Managing Member

By: _____

Charles F. Ketchey, Jr.,
Its President

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STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing Articles of Merger were acknowledged before me this 22nd day of April, 2002, by Charles F. Ketchey, Jr., in his capacity as Managing Member of Ketchey Horan Liquidation, LLC, a Florida limited liability company, and in his capacity as President of Ketchey Horan, P.A., a Florida corporation. He is personally known to me.



Stephanie Vulliet
Notary Public, State of Florida

Notary's Printed Name

My Commission Expires:

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is made and entered into as of April 22, 2002, at 6:00 p.m. (the "Effective Date"), by and between Ketchey Horan Liquidation, LLC, a Florida limited liability company ("KHLIC"), and Ketchey Horan, P.A., a Florida professional service corporation ("KHPA"; together KHLIC and KHPA shall be referred to as the "Merging Entities"). For value received, and in consideration of the mutual covenants hereunder, the Merging Entities agree as follows:

1. Recitals.

- (a) On or about April 23, 2001, KHPA sold substantially all of its operating assets to Akerman, Senterfitt & Eidson, P.A. Since that time, KHPA has not rendered professional services and has existed for sole purpose of winding down its business affairs.
- (b) Simultaneously with the execution of this Agreement, the shareholders and directors of KHPA have caused the Articles of Incorporation of KHPA to be amended, pursuant to Section 621.13(4), Florida Statutes, to reflect that its business purpose no longer includes the rendition of professional services.
- (c) The members in KHLIC and the shareholders in KHPA are identical, and the interests held by each respective shareholder/member in KHLIC and KHPA is identical.
- (d) The Merging Entities wish to merge as of the Effective Date and for KHLIC to be the surviving entity thereafter.

2. Merger.

- (a) The Merger. As of the Effective Date, the Merging Entities shall be merged into and with one another on the terms set forth in this Agreement and in accordance with Chapters 607, 608 and 621, Florida Statutes. Thereafter, the separate existence of each of the Merging Entities shall cease, and KHLIC, as the surviving limited liability company, shall continue to exist under, and be governed by, Florida law. KHLIC will cause Articles of Merger to be filed with the Florida Secretary of State upon approval of this Agreement by the respective members, shareholders and directors of the Merging Entities.
- (b) Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of KHLIC shall be the Articles of Organization and Operating Agreement of the surviving limited liability company as of the Effective Date.
- (c) Managing Member. The Managing Member of KHLIC shall be the Managing Member of the surviving limited liability company as of the Effective Date.
- (d) Effect of Merger. Upon and after the Effective Date, the surviving limited liability company shall possess all of the Merging Entities' rights, privileges, powers and

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franchises of a public and private nature and shall be subject to all of the restrictions, disabilities and duties of each of the Merging Entities, and all real and personal property of the Merging Entities and all actions belonging to either of the Merging Entities shall be vested in the surviving limited liability company. All rights of creditors and all liens upon any property of either of the Merging Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Entities, as of the Effective Date, shall attach to the surviving limited liability company, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

3. **Conversion of Shares.** Upon the Effective Date, each issued share of common stock of KHPA shall be surrendered and cancelled, and the issued and outstanding membership units of KHLIC shall constitute the issued and outstanding membership units of the surviving limited liability company. From and after the Effective Date, no transfer of the shares of KHPA stock outstanding as of the Effective Date shall be made on the stock transfer books of KHPA.

4. **Miscellaneous Provisions.** If any provision of this Agreement is determined to be invalid, the invalidity of such provision shall not affect or invalidate the other provisions of this Agreement. This Agreement binds and inures to the benefit of the successors and assigns of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue of any proceeding seeking enforcement of any provision of this Agreement shall lie exclusively in Hillsborough County, Florida. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any previous verbal or written agreements. This Agreement cannot be altered or modified except by a written agreement signed by the parties. In connection with any litigation, including trial, appellate or bankruptcy proceedings (including proceedings related to cash collateral or the automatic stay), arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party. Time is of the essence of this Agreement.

The Merging Entities have executed this Agreement on April 22, 2002, at 2:00 p.m.

KETCHY HORAN LIQUIDATION, LLC

KETCHY HORAN, P.A.

By: _____

Charles F. Ketchy, Jr.,
Its Managing Member

By: _____

Charles F. Ketchy, Jr.,
Its President

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