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(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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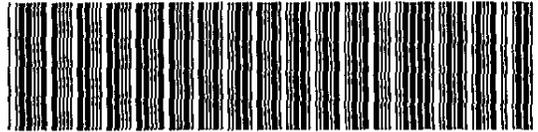
(Business Entity Name)

(Document Number)

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DIVISION OF COLLEGE STATE  
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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** ABT CONSULTING, LLC

(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

RHETT H. LAURENS, ESQ.

(Contact Person)

KEVIN S. KING

(Firm/Company)

70 LENOX POINTE NE SUITE D

(Address)

ATLANTA, GA 30324

(City, State and Zip Code)

For further information concerning this matter, please call:

RHETT LAURENS

(Name of Contact Person)

at

( 404 )

228-4228

(Area Code and Daytime Telephone Number)

Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**CERTIFICATE OF MERGER FOR  
ABT CONSULTING, LLC, A GEORGIA LIMITED LIABILITY COMPANY  
WITH AND INTO  
ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Georgia Limited Liability Company into the following Florida Limited Liability Company, in accordance with section 608.4382, Florida Statutes.

**I.**

The merging party is ABT CONSULTING, LLC, A GEORGIA LIMITED LIABILITY COMPANY, whose principal place of business is located at:

405 Peeks Crossing Dr.  
Senoia, Georgia, 30276

**II.**

The surviving party is ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose principal place of business is located at:

3871 Indian Trail Road  
Unit 2B  
Destin, Florida, 32541

**III.**

The Agreement and Plan of Merger, attached hereto as Exhibit A, meets the requirements of section 608.4382, Florida Statutes, and was duly approved by the Members of ABT CONSULTING, LLC, A GEORGIA LIMITED LIABILITY

STATE OF FLORIDA  
DIVISION OF CORPORATE AND  
FINANCIAL SERVICES  
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COMPANY, and the Members of ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, in accordance with the applicable provisions of Chapter 608, Florida Statutes.

**IV.**

The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company, ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

**V.**

As the surviving limited liability company, ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, is without a certificate of authority to transact business in Georgia, the Georgia Secretary of State is appointed as agent of the surviving entity on whom process in the State of Georgia, in any action, suit or proceeding for the enforcement of an obligation of each limited liability company constituent to this merger, may be served and a copy of such process may be mailed to:

3871 Indian Trail Road  
Unit 2B  
Destin, Florida, 32541

**VI.**

The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of either limited liability company that is party to the merger.

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DIVISION OF CORPORATE AFFAIRS

**VII.**

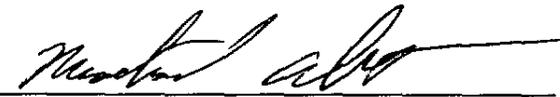
Pursuant to the Agreement and Plan of Merger, the merger of ABT CONSULTING, LLC, A GEORGIA LIMITED LIABILITY COMPANY, and ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY shall be effective as of the date the Certificate of Merger is filed with the Secretary of State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger, this 22<sup>nd</sup> day of December, 2005.

**ABT CONSULTING, LLC, A GEORGIA  
LIMITED LIABILITY COMPANY**

By:   
Michael Abt, Member-Manager

**ABT CONSULTING, LLC, A FLORIDA  
LIMITED LIABILITY COMPANY**

By:   
Michael Abt, Member-Manager

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**AGREEMENT AND PLAN OF MERGER OF  
ABT CONSULTING, LLC, A GEORGIA LIMITED LIABILITY COMPANY,  
WITH AND INTO  
ABT CONSULTING, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

This Agreement and Plan of Merger (the "Agreement"), made and entered into by and between Abt Consulting, LLC, a Georgia limited liability company ("Abt Georgia"), and Abt Consulting, LLC, a Florida limited liability company ("Abt Florida") (Abt Georgia and Abt Florida being sometimes collectively referred to in this Plan as the "Constituent LLCs"), was adopted and approved by the Constituent LLCs, in accordance with section 608.4381, Florida Statutes, and is being submitted in accordance with section 608.438, Florida Statutes.

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DIVISION OF CORPORATIONS  
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**WITNESSETH**

**WHEREAS**, Abt Georgia is a limited liability company organized under the laws of the State of Georgia with its principal office therein located at 405 Peeks Crossing Drive, Senoia, GA 30276;

**WHEREAS**, Abt Florida is a corporation organized under the laws of the State of Florida with its principal office therein located at 3871 Indian Trail Road, Unit 2B, Destin, FL 32541;

**WHEREAS**, the laws of the State of Georgia and the State of Florida permit a merger of the Constituent LLCs;

**WHEREAS**, the Members of each of the Constituent LLCs have determined that it is advisable and for the benefit of each of the Constituent LLCs and their respective members that Abt Georgia be merged with and into Abt Florida on the terms and conditions hereinafter set forth, and

by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the members of Abt Georgia and Abt Florida and recommended to such members for approval of the terms and conditions hereinafter set forth;

**NOW, THEREFORE,** for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code, that Abt Georgia shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into Abt Florida (with Abt Florida subsequent to such merger being referred to in this Plan as the "Surviving LLC"), with the existence of the Surviving LLC to be continued under the name "Abt Consulting, LLC," and that the terms and conditions of the merger hereby agreed upon, and the changes in the Articles of Organization of the Surviving LLC are and shall be as follows:

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DIVISION OF CORPORATE AFFAIRS  
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Section 1

**Merger**

1.1. On the Effective Date, Abt Georgia shall be merged with and into Abt Florida, and Abt Florida shall continue in existence and the merger shall in all respects have the effect provided for in Section 608.4383 of the Florida Statutes.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Abt Georgia shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent LLCs shall be vested in the Surviving LLC without reversion or impairment; the Surviving LLC shall have all liabilities of each of the

Constituent LLCs; and any proceeding pending against any Constituent LLC may be continued as if the merger did not occur or the Surviving LLC may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent LLCs shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving LLC shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Abt Georgia, the last acting members of Abt Georgia, or the corresponding members of the Surviving LLC, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving LLC, and otherwise to carry out the purposes of this Agreement.

## Section 2

### Terms of Transaction

Upon the Effective Date: Each interest in Abt Georgia held by Members prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into an interest in Abt Florida as follows:

#### Units to be Merged.

2.1 The total number of membership units which Abt Georgia is authorized to issue is One Thousand (1,000) membership units. One Hundred Percent (100%) of the authorized units are issued and outstanding.

2.2 The total number of membership units which the Surviving LLC is authorized to issue is One Thousand (1,000) membership units. One Hundred Percent (100%) of the authorized units are issued and outstanding.

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DIVISION OF CORPORATE AFFAIRS  
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2.3 The identity of members and their relative percentage ownership of the Surviving LLC and the Merging LLC prior to the merger are as follows:

**SURVIVING LLC**

<u>Member</u>	<u>Number of Units</u>	<u>Percentage</u>
MICHAEL ABT	1,000	100%

**MERGING LLC**

<u>Member</u>	<u>Number of Units</u>	<u>Percentage</u>
MICHAEL ABT	1,000	100%

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**Method of Converting Units.**

3.1 The manner and basis of converting the outstanding interests of each company into interests of the Surviving LLC are as follows:

(a) A one hundred percent (100%) interest in Abt Georgia as it exists immediately prior to the merger will become a fifty percent (50%) interest in the Surviving LLC on the effective date of the merger.

(b) A one hundred percent (100%) interest in the Surviving LLC as it exists immediately prior to the merger will become a fifty percent (50%) interest in the Surviving LLC on the effective date of the merger.

Section 3

**Managers**

3.1. The persons who are managers of Abt Florida immediately prior to the Effective Date shall continue as managers of the Surviving LLC and shall continue to hold office as provided in the operating agreement of the Surviving LLC.

3.2 The current manager of Abt Florida, and the initial manager of the Surviving LLC, is

Michael Abt, whose address is 3871 Indian Trail Road, Unit 2B, Destin, FL 32541.

Section 4

**Articles of Organization**

From and after the Effective Date, the Articles of Organization of Abt Florida, as in effect at such date, shall be the Articles of Organization of the Surviving LLC and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law, and no changes are necessitated by the contemplated merger.

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Section 5

**Member Approval, Effectiveness of Merger**

This Agreement shall be submitted for approval to the members of Abt Georgia and Abt Florida, as provided by the Florida Limited Liability Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such members and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement, and Certificate of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the States of Georgia and Florida as soon as practicable after the last approval by such members. The Members and the proper managers of the Constituent LLCs are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this

Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Certificate of Merger incorporating this Agreement is filed by the Secretary of State of Florida (said date is being referred to in this Plan as the "Effective Date").

FILED  
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**Section 6**

**Termination**

At any time prior to the filing of the Articles or Certificate of Merger by the Secretary of State of Florida, the Members of Abt Florida or Abt Georgia may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the members of either such limited liability company or earlier approval by the members of such limited liability companies. Without limiting the generality of the foregoing, the members of Abt Florida or Abt Georgia may terminate and abandon this Agreement at any time prior to such filing, if more than 50 percent of the Members of Abt Florida or Abt Georgia exercise their dissenters' rights pursuant to section 608.4384, Florida Statutes, in connection with the merger.

**Section 7**

**Miscellaneous**

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by

and construed in accordance with the laws of the State of Florida.

Section 8

**Extraordinary Transactions**

8.1. Neither company shall, prior to the Effective Date, engage in any activity nor transaction other than in the ordinary course of business, except as contemplated by this Agreement.

Section 9

**Operating Agreement**

9.1. The Operating Agreement following the merger shall be the Operating Agreement for the Surviving LLC and no changes are necessitated by the contemplated merger.

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IN WITNESS WHEREOF, the Constituent LLCs have each caused this Agreement to be executed this 22<sup>nd</sup> day of December, 2005, their respective seals to be affixed and the foregoing attested, all by their respective duly authorized members.

**ABT CONSULTING, LLC,  
A GEORGIA CORPORATION**

By: *Michael Abt* (SEAL)  
Michael Abt  
Member-Manager

**ABT CONSULTING, LLC  
A FLORIDA CORPORATION**

By: *Michael Abt* (SEAL)  
Michael Abt  
Member-Manager

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