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EXAMINER

THE KENNEDY LAW FIRM, P.L.
ATTORNEYS AT LAW

THE FORUM - TOWER A
1675 PALM BEACH LAKES BLVD., SUITE 700
WEST PALM BEACH, FL 33401

P. TODD KENNEDY, P.L., LL.M. Taxation †
DANA M. SANTINO, P.L., LL.M. Taxation, Of Counsel *

EARL E. MAYER, JR., Of Counsel **
BENJAMIN S. KENNEDY, JR., P.A., Of Counsel
MARK J. NOWICKI, P.A., Of Counsel † ***

† Board Certified in Taxation
* Also Admitted in New York and the District of Columbia

** Federal Tax Counsel to the Firm
Admitted in Ohio Only, Practice Limited
To Matters of Federal Tax Law
*** Also Admitted in Colorado and Montana

December 22, 2011

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Re: P. Todd Kennedy, P.A., a Florida professional corporation to
P. Todd Kennedy, P.L., a Florida professional limited liability company**

Dear Sir/Madame:

Enclosed please find the following documents necessary to effectuate a merger of the above-referenced entities:

1. Plan of Merger;
2. Statement of Merger and/or Articles of Merger; and
3. Certificate of Merger.

Also enclosed is our firm's check in the amount of \$60.00 made payable to Florida Department of State, representing your fee for this merger. We would appreciate receiving a stamped copy of these documents when the merger is completed.

If you have any questions concerning these enclosed documents, please do not hesitate to contact me.

Sincerely,
THE KENNEDY LAW FIRM, P.L.



P. Todd Kennedy

PTK/moh
Encls.

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**CERTIFICATE OF MERGER OF
P. TODD KENNEDY, P.A.
(A FLORIDA PROFESSIONAL CORPORATION)
AND P. TODD KENNEDY, P.L.
(A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY)**

Pursuant to §§607.1105 and 608.4382 of the Florida Statutes, the following Certificate of Merger is submitted to merge the following Florida Professional Limited Liability Company and Florida Professional Corporation:

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
P. Todd Kennedy, P.A.	Florida	Professional Corporation

843-76384

SECOND: The exact name, form/entity type, and jurisdiction for each **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
P. Todd Kennedy, P.L.	Florida	Professional Limited Liability Company

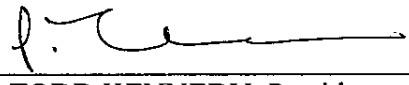
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THIRD: The attached Plan of Merger was approved by each respective corporation and limited liability company that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608 and 621.

FOURTH: The attached Plan of Merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: The effective date of the Merger shall be December 31, 2011.

P. TODD KENNEDY, P.A. (A Florida Professional Corporation)

By: 
P. TODD KENNEDY, President

P. TODD KENNEDY, P.L. (A Florida Professional Limited Liability Company)

By: 
P. TODD KENNEDY, President

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**STATEMENT OF MERGER AND/OR
ARTICLES OF MERGER OF
P. TODD KENNEDY, P.A.
(A FLORIDA PROFESSIONAL CORPORATION)
AND P. TODD KENNEDY, P.L.
(A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY)**

Pursuant to §§607.1105, 608.4382 and 621.13 of the Florida Statutes, the undersigned professional corporation and professional limited liability company submit the following Statement of Merger and/or Articles of Merger:

- FIRST: The sole director and sole shareholder of P. TODD KENNEDY, P.A., a Florida Professional Corporation ("P.A."), and the sole member of P. TODD KENNEDY, P.L., a Florida Professional Limited Liability Company ("P.L."), have determined that it is in the best interest of the aforementioned companies for P.A. to merge into P.L. with P.L. surviving the merger. The purpose of the merger is to simplify business activities, create a centralized management business structure, promote future growth of the merging companies, increase the borrowing capacity of the merging companies, and to promote a more successful business structure.
- SECOND: The sole member of P.L. has approved the merger. The sole director and shareholder of P.A. has approved the merger.
- THIRD: The sole member of P.L. and the sole director and sole shareholder of P.A. have adopted the Plan of Merger on the 21st day of December, 2011.
- FOURTH: These Articles of Merger are effective December 31, 2011.

P. TODD KENNEDY, P.L. (A Florida Professional
Limited Liability Company)

By: 
P. TODD KENNEDY, President

P. TODD KENNEDY P.A. (A Florida Professional
Corporation)

By: 
P. TODD KENNEDY, President

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PLAN OF MERGER

**P. TODD KENNEDY, P.A.
(a Florida Professional Corporation)**

INTO

**P. TODD KENNEDY, P.L.
(a Florida Professional Limited Liability Company)**

This is a Plan of Merger executed the 21st day of December, 2011, between P. TODD KENNEDY, P.A., a Florida Professional Corporation (hereinafter called "P.A."), and P. TODD KENNEDY, P.L., a Florida Professional Limited Liability Company (hereinafter called "P.L.").

WITNESSETH:

WHEREAS, P.A. is a professional corporation duly organized and existing under the laws of the State of Florida, having been incorporated on January 1, 1994, under that name, and P.L. is a professional limited liability company duly organized and existing under the laws of the State of Florida, having been organized on March 10, 2009, under that name; and

WHEREAS, the authorized stock of P.A. consists of 1,000 shares of common stock, \$1.00 par value per share, of which 10 shares are outstanding; and

WHEREAS, the authorized membership interests of P.L. consist of 10,000 membership units, having a value of \$1 per unit, of which 10 units are outstanding; and

WHEREAS, the Board of Directors of the P.A. and the member of the P.L. deem it advisable for the general welfare and advantage of the P.A. and the P.L. and their respective shareholder and member that the P.A. and the P.L. merge into a single company pursuant to this Agreement, and the P.A. and the P.L. respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties agree, in accordance with the applicable provisions of the laws of the State of Florida, that the P.A. shall be merged into a single company, to wit: P.L., which shall continue its corporate existence and be the company surviving the merger (said company hereafter sometimes called the "Surviving Company"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

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ARTICLE I
Effective Time of the Merger

At the effective time of the merger, the separate existence of P.A. shall cease and P.A. shall be merged into the Surviving Company. Consummation of this Agreement shall be effected on December 31, 2011 upon Articles of Merger in substantially the form annexed hereto as Exhibit A being filed in the office of the Department of State of the State of Florida, all after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filings.

ARTICLE II
Governing Law

The laws which are to govern the Surviving Company are the laws of the State of Florida.

ARTICLE III
Operating Agreement

The Operating Agreement of P.L. at the effective time of the Merger shall be the Operating Agreement of the Surviving Company until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV
Officers

The name and office address of the first officer of the P.L. following the effective date of this agreement, who shall be one (1) in number and who shall hold office from the effective date of this agreement until his successor(s) shall be elected and shall qualify or until he shall resign or be removed from office, is as follows:

<u>Name</u>	<u>Address</u>
P. Todd Kennedy	1675 Palm Beach Lakes Blvd. Suite 700 West Palm Beach, FL 33401

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ARTICLE V
Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the P.A. into membership interests of the Surviving Company are as follows:

1. P.L.'s Membership Interests. None of the units of membership interests, having a value of \$1 per unit, of P.L. issued at the effective time of the Merger shall be converted as a result of the Merger, but all of the units shall remain issued units of membership interests of the Surviving Company.
2. P.A.'s Common Stock. At the effective time of the Merger, each share of common stock, \$1.00 par value per share, of P.A. issued and outstanding shall be converted into and become one (1) membership unit of \$10 Cumulative Convertible Membership Units, having a value \$1 per unit (hereafter called the "Convertible Membership Units"), of the Surviving Company and each holder of outstanding common stock of P.A., upon surrender to the Surviving Company of one or more stock certificates for common stock of P.A. for cancellation, shall be entitled to receive one or more membership certificates for the full number of units of Convertible Membership Units of the Surviving Company into which the common stock of P.A. so surrendered shall have been converted as aforesaid together with any dividends/distributions on the Convertible Membership Units of the Surviving Company as to which the payment date shall have occurred on or prior to the date of the surrender of said shares and the proceeds from any sale of a fractional interest in accordance with Paragraph 4 of this Article V. Each issued share of P.A. common stock held in its treasury at the effective time of the merger shall be cancelled and shall not be converted.
3. Surrender of P.A. Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing common stock of P.A. issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Company as above provided. Until so surrendered for exchange, each such stock certificate nominally representing common stock of P.A. shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as above provided) to evidence the ownership of the number of shares of common stock of the Surviving Company which the holder thereof would be entitled to receive upon its surrender to the Surviving Company.
4. Fractional Interests. No fractional shares of Convertible Membership Units of the Surviving Company or certificate or scrip representing the same shall be issued. In lieu thereof each holder of P.A.'s common stock having a fractional interest

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arising upon such conversion shall be afforded the opportunity through the transfer agent for the Convertible Membership Units, on or before the 60th day following the effective date of the Merger, or on or before such later date (but in any event not later than the 90th day following the effective date of the Merger) as the Surviving Company may determine, either to consolidate his fractional interest into one full share of Convertible Membership Units of the Surviving Company by purchasing and paying for the additional fractional interest required for such consolidation, or to sell his fractional interest and obtain the proceeds thereof. Any fractional interest with respect to which instructions shall not have been so received by the transfer agent within the prescribed period shall be sold. Buying and selling orders may be offset, but they will be exercised at prices determined by market transactions. The proceeds of any sale of a fractional interest shall be paid in cash by the transfer agent to the shareholder entitled to the fractional interest sold, except that the transfer agent shall not pay such proceeds to any holders of P.A.'s common stock who shall not have surrendered his certificates for exchange pursuant to Paragraph 3 of this Article V, and shall retain such proceeds until such time as such certificates have been so surrendered.

5. Status of Convertible Membership Units. All shares of Convertible Membership Units of the Surviving Company into which shares of common stock of P.A. are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of common stock of P.A.

ARTICLE VI

Effect of the Merger

At the effective time of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of the P.A., and all the rights, privileges, immunities, powers and franchises of the P.A. and all property, real, personal and mixed, and all debts due to the P.A. on whatever account, for subscriptions as well as for all other things in action or belonging to said corporation, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the P.A., and the title to any real estate vested by deed or otherwise in the P.A. shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of the P.A. shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of the P.A., shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

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ARTICLE VII
Accounting Matters

The assets and liabilities of the P.A. as at the effective time of the merger shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of the P.A. The amount of capital of the Surviving Company after the Merger shall be equal to the sum of the aggregate amount of the value of the Convertible Membership Units to be issued in the Merger and of the aggregate value of the membership units that will remain issued upon the Merger. The surplus of the Surviving Company after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

ARTICLE VIII
Approval of Shareholders; Filing of Articles of Merger

This Agreement shall be submitted to the shareholder of the P.A. as provided by law and its Articles of Incorporation at a meeting which shall be held on or before December 21, 2011. The respective designations and numbers of shares of each class of capital stock of the P.A.'s outstanding on the date hereof and a statement as to the shares of each class of capital stock of the P.A. entitled to vote upon the adoption and approval of the Merger. After such adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger in substantially the form annexed hereto as Exhibit A shall be signed, verified and delivered to the Department of State of the State of Florida for filing as provided by in §607.1105 of the Business Corporation Law of the State of Florida.

ARTICLE IX
P.L.'s Representations and Warranties

P.L. represents and warrants to P.A. as follows:

1. Organization, etc. P.L. is a Florida professional limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. P.L. has power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.
2. Capitalization. P.L.'s capitalization consists of 10,000 authorized membership units having a value of \$1 per unit, of which 10 units are issued an outstanding as of the date hereof. Each issued unit is validly issued, fully paid, non-assessable and each outstanding membership unit is entitled to vote pursuant to the Operating Agreement.

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3. Membership Units to be Issued. All units of Convertible Membership Units of the Surviving Company into which the common stock of P.A. is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no member of P.L. will have any pre-emptive right of subscription or purchase in respect thereof. At the effective time of the Merger, the Surviving Company will have duly reserved for issuance a sufficient number of membership units of P.L. to permit conversion, at the basic conversion rate applicable thereto, of such Convertible Membership Units, and such membership units, when issued upon such conversion, will be duly and validly authorized and issued and fully paid and non-assessable, and no member of P.L. will have any preemptive right of subscription or purchase in respect thereof.
4. Financial Statements. P.L. has delivered to P.A. tax returns or other financial information necessary to determine the arm's length fair market value of P.L.
5. Governmental Authorizations. P.L. has all licenses, franchises, permits and other governmental authorizations valid and sufficient for all businesses presently carried on by P.L.

ARTICLE X
P.A.'s Representations and Warranties

P.A. represents and warrants to P.L. as follows:

1. Organization, etc. P.A. is a corporation duly organized, validly existing and in good standing under the laws of the State of FLORIDA. P.A. has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.
2. Capitalization. P.A.'s capitalization consists of 1000 authorized shares of common stock (\$1.00 par value per share), of which, as of the date hereof, 10 shares are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.
3. List of Information. P.A. has delivered to P.L. a list of information concerning P.A. dated the date hereof. The information set forth in such list and the copies of documents referred to in such list and furnished to P.L. are complete and accurate.
4. Financial Statements. P.A. has delivered to P.L. tax returns or other financial information necessary to determine the arm's length fair market value of the P.A.

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5. Governmental Authorizations. P.A. has all licenses, franchises, permits and other governmental authorizations valid and sufficient for all businesses presently carried on by P.L.

ARTICLE XI Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither P.A. or P.L. will, without the prior written consent of the other:

- (a) amend its Articles of Incorporation, Bylaws or Operating Agreement except, in the case of P.L. as may be necessary to enable to carry out the provisions of this Agreement;
- (b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) issues rights or options to purchase or subscribe to any share of its capital stock or membership unit or subdivide or otherwise change any such shares; or
- (d) issue or sell any shares of its capital stock or securities convertible into shares of its capital stock or membership units.

From and after the date of this Agreement and prior to the effective time of the Merger, P.A. will use its best efforts to preserve its business organizations; to keep available to P.L. the services of P.A.'s present officers and employees; and to preserve for P.L. the goodwill of P.A., P.A.'s suppliers, customers and others having business relations with any of them. During the same period, P.A. will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII Additional Agreements

The P.A. further agree as follows:

1. Access and Information. P.L. and P.A. hereby agree that each will give to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the other during such period with all such information concerning its affairs as such other party may reasonably request. In the event of the termination of this Agreement, each party will deliver to the other all documents, work papers and other material obtained from the other relating to the transactions

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contemplated hereby, whether so obtained before or after the execution hereof, and will use its best efforts to have any information so obtained and not heretofore made public kept confidential.

2. Expenses. Upon a termination of this Agreement as provided in Section C of Article XIII hereof, each party will pay all costs and expenses of its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.
3. Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company, the title to any property or rights of P.A. acquired or to be acquired by or as a result of the Merger, the proper officers and directors of P.L. and P.A. and the Surviving Company, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of P.L. to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise carry out the purposes of this Agreement.

ARTICLE XIII.

Conditions Precedent; Termination; General Provisions

- A. Conditions Precedent to P.L.'s Obligation. The obligation of P.L. to effect the Merger shall be subject to the following conditions (which may be waived in writing by P.L.):
 1. The representations and warranties of P.A. herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; P.A. shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger; and P.A. shall have delivered to P.L. a certificate, dated the effective date of the Merger and signed by its President or one of its Vice Presidents and its Secretary or one of its Assistant Secretaries, to both such effects.
 2. No material change in the corporate status, businesses, operations or financial condition of P.A. shall have occurred since December 21, 2011 (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to P.A., taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially

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and adversely affected the corporate status, businesses, operations or financial condition of P.A., taken as a whole.

3. P.L. shall have received such written consents and confirmations (or opinions of counsel to the effect that such consents or confirmations are not required), as it may reasonably request to the effect that the Surviving Company will succeed upon consummation of the Merger to all P.A.'s right, title and interest in and to any material contracts, agreements, leases and other commitments and that the Surviving Company shall possess and enjoy all material licenses, franchises, permits and other governmental authorizations possessed by P.A. at the date hereof.

B. Conditions Precedent to P.A.'s Obligation. The obligation of P.A. to effect the Merger shall be subject to the following conditions (which may be waived in writing by P.A.):

1. The representations and warranties of P.L. herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; P.L. shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger; and P.L. shall have delivered to P.A. a certificate, dated the effective date of the Merger and signed by its President to both such effects.
2. No material change in the corporate status, businesses, operations or financial condition of P.L. shall have occurred since December 21, 2011 (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to P.L., and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of P.L.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the P.A. under any one or more of the following circumstances:

1. By the Boards of Directors of the P.A.;
2. By P.L. if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 through 3, inclusive, of Section A of this Article XIII shall not have been met;

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3. By P.A. if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 and 2 of Section B of this Article XIII shall not have been met;
4. By either P.A. or P.L. if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it advisable to proceed with the Merger; or
5. By either P.A. or P.L. if the requisite approval of the shareholders of either such Corporation shall not have been obtained on or before December 21, 2011 or if the Articles of Merger and this Agreement shall not have been filed as provided in Article I hereof effective December 31, 2011.

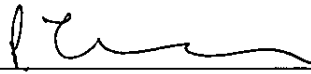
Upon such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

- D. General. The headings in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors or Officers of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.

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IN WITNESS WHEREOF, this Agreement has been signed by the sole Director of P.A. and the sole Member and President of the P.L., as of the day and year first above written.

P. TODD KENNEDY, P.L., a Florida
Professional Limited Liability Company

By: 
P. Todd Kennedy, its Sole Member and
President

P. TODD KENNEDY, P.A. a Florida
Professional Corporations

Attest:

SOLE DIRECTOR:


P. TODD KENNEDY

The foregoing Plan and Agreement of Merger, having been duly executed by a majority of the Members of P.L. and Directors of P.A., respectively, under the authority of the respective companies, and the said Plan and Agreement of Merger having been duly approved or adopted by the members and the Board of Directors, and duly approved or adopted by the members and shareholders of each of the said companies in the manner provided by the laws of their respective states of organization/incorporation, the Board of Directors and the President or a Vice President and the Secretary or an Assistant Secretary of said corporations do now execute this Plan and Agreement of Merger under the respective authority of said companies by the authority of the members, Directors and shareholders of each, as the act, deed and agreement of each of said corporations on the 21st day of December, 2011.

P. TODD KENNEDY, P.L., a Florida Professional
Florida Limited Liability Company

By: 
P. TODD KENNEDY its President

P. TODD KENNEDY, P.A., a Florida Professional
Corporation

By: 
P. TODD KENNEDY, its President

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STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Subscribed and sworn to before me by P. TODD KENNEDY, as President of P. TODD KENNEDY, P.L., a Florida professional limited liability company, and as President of P. TODD KENNEDY, P.A., a Florida professional corporation, who is personally known to me or who produced the identification indicated to the left of their signatures and who did () or did not () take an oath, on the 21st day of December, 2011.

Marian O. Hodges

Notary Public

Printed Name:

My Commission Expires:

My Commission Number:

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