

L09000122300

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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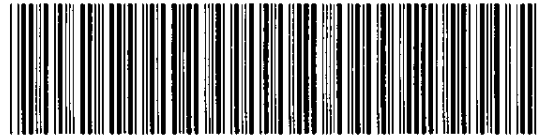
(Business Entity Name)

(Document Number)

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09 DEC 30 PM 1:43  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE 12/31/09

B. KOHR  
DEC 30 2009  
EXAMINER

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
09 DEC 30 PM 4:06



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 236371 4403F

AUTHORIZATION :

COST LIMIT : \$ 90.00

*Spivey*

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
09 DEC 30 PM 4:06

ORDER DATE : December 30, 2009

ORDER TIME : 1:22 PM

ORDER NO. : 236371-010

CUSTOMER NO: 4403F

EFFECTIVE DATE 12/31/09

ARTICLES OF MERGER

KORA WOODS, INC.

INTO

KORA WOODS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
(09 DEC 30 PH 4: 06

**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:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

12/31/09

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:


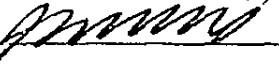
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Kora Woods, Inc.		J.A. Mallinckrodt, President
Kora Woods, LLC		Wildcat East, Inc., Manager By: J.A. Mallinckrodt, President of Wildcat East, Inc.
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## PLAN OF MERGER

**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>
<u>Kora Woods, Inc.</u>	<u>New York</u>	<u>Corporation</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Kora Woods, LLC</u>	<u>Florida</u>	<u>LLC</u>

**THIRD:** The terms and conditions of the merger are as follows:

All issued and outstanding shares of common stock of Kora Woods, Inc.  
(1,000 shares) shall be converted into membership units (1,000 units) of  
Kora Woods, LLC, effective as of December 31, 2009.

(Attach additional sheet if necessary)

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Each share of the issued and outstanding common stock of Kora Woods,  
Inc. shall convert to one membership unit of Kora Woods, LLC as follows:

1,000 shares of Kora Woods, Inc.

for

1,000 membership units of Kora Woods, LLC

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

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**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

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*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

See attached.

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*(Attach additional sheet if necessary)*



**ATTACHMENT TO PLAN OF MERGER  
OF  
KORA WOODS, INC. AND KORA WOODS, LLC**

SIXTH: Other provisions, is any relating to the merger are as follows:

On December 31, 2009, the effective date of the merger (the "Effective Date"), all the rights, privileges, powers, franchises, immunities and purposes, both of a public and private nature, and all property and assets of every kind and description, real, personal or mixed, of each of Kora Woods, Inc. and Kora Woods, LLC (the "Participating Companies") shall be vested and held by Kora Woods, LLC (the "Surviving Company"), without further act or deed; and all estates and interests of every kind of the Participating Companies, including all debts due to any of them on whatever account shall be effectively the property of the Surviving Company as they were of the respective Participating Companies; and all rights of creditors and all liens upon any property of any of the Participating Companies shall be preserved unimpaired and all debts, liabilities, restrictions, duties, obligations and penalties of the respective Participating Companies shall, upon the Effective Date attach to and be assumed by the Surviving Company and be enforced against it to the same extent as if such debts, liabilities and duties had been incurred by it.