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Division of Corporations
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From:

Account Name : DIVINE & ESTES, P.A.
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Phone : (407) 426-9500
Fax Number : (407) 426-8030

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MERGER OR SHARE EXCHANGE
W. A. Walker of Florida, LLC

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: W. A. Walker of Florida, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Russell W. Divine

Contact Person

Divine & Estes, P.A.

Firm/Company

24 South Orange Avenue

Address

Orlando, Florida 32801

City, State and Zip Code

rwdivine@divineestes.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Russell W. Divine

at (407) 426-9500

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

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SECRETARY OF STATE
TALLAHASSEE, FL

**ARTICLES OF MERGER OF
WILLIAM A. WALKER, LLC**
a North Carolina limited liability company
**WITH AND INTO
W. A. WALKER OF FLORIDA, LLC**
a Florida limited liability company

The undersigned entities, one a domestic limited liability company and one a foreign limited liability company, do hereby execute the following Articles of Merger pursuant to Fla. Stat. §605.1025 and N.C.G.S. §57D-9-42 for the purpose of merging **WILLIAM A. WALKER, LLC**, a North Carolina limited liability company (the "Merging Entity"), with and into **W. A. WALKER OF FLORIDA, LLC**, a Florida limited liability company (the "Surviving Entity"):

1. The names of each of the undersigned entities, the type of each entity and the state in which each is organized are as follows:

<u>Name of Entity</u>	<u>Type</u>	<u>State of Organization</u>
WILLIAM A. WALKER, LLC	limited liability company	North Carolina
W. A. WALKER OF FLORIDA, LLC	limited liability company	Florida

2. The mailing addresses of the Surviving Entity and Merging Entity immediately before the merger are as follows:

WILLIAM A. WALKER, LLC	W. A. WALKER OF FLORIDA, LLC
77 Central Avenue	2719 NE 27 th Court
Asheville, NC 28801	Lighthouse Point, FL 33064

3. The name which the Surviving Entity shall have after the merger will continue to be **W. A. WALKER OF FLORIDA, LLC**. The Surviving Entity is now, and will continue to be, a limited liability company existing under the laws of the State of Florida. After the merger becomes effective, the address of the Surviving Entity shall be 2719 NE 27th Court, Lighthouse Point, FL 33064

4. This merger is permitted under the laws of both the State of Florida and the State of North Carolina. **WILLIAM A. WALKER, LLC** and **W. A. WALKER OF FLORIDA, LLC** have complied with the applicable provisions of the laws of both the State of Florida and the State of North Carolina.

5. The AGREEMENT AND PLAN OF MERGER OF **WILLIAM A. WALKER, LLC**, a North Carolina limited liability company, **WITH AND INTO W. A. WALKER OF FLORIDA, LLC**, a Florida limited liability company (the "Merger Plan") is attached hereto as Exhibit "A" incorporated herein by reference.

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6. The Sole Manager and Sole Member of the Surviving Entity, W. A. WALKER OF FLORIDA, LLC, approved and adopted the Merger Plan in accordance with Fla. Stat. §605.1021 - 605.1026.
7. The Sole Manager and Sole Member of the Merging Entity, WILLIAM A. WALKER, LLC, approved and adopted the Merger Plan in accordance with both N.C.G.S §57D-3-03(6) and N.C.G.S §57D-9-41, as required by Fla. Stat. §605.1023(3).
8. Pursuant to the Merger Plan, the Surviving Entity is obligated to pay to any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Fla. Stat. §605.1006 and Fla. Stat. §605.1061 - §605.1072 or under the provisions of N.C.G.S §57D-9-43(a)(7), as applicable.
9. Since the Surviving Entity is not authorized to do business in the State of North Carolina, the Surviving Entity hereby (i) consents to service of process in any proceeding based on any cause of action arising in respect of a merging LLC being made on the Surviving Entity by service on the Secretary of State of North Carolina and (ii) commits to deliver to the Secretary of State of North Carolina for filing a statement of any change in the Surviving entity's mailing address to which said Secretary of State may mail a copy of process served on said Secretary of State.
10. Neither the Articles of Organization nor the Operating Agreement for W. A. WALKER OF FLORIDA, LLC will be amended in conjunction with the merger.
11. These Articles of Merger and the Merger Plan incorporated herein by reference shall be effective upon the filing of these Articles of Merger with the Florida Secretary of State, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the Sole Manager and Sole Member of WILLIAM A. WALKER, LLC and by the Sole Manager and Sole Member of W. A. WALKER OF FLORIDA, LLC, each thereunto duly authorized as of the 27th day of December, 2018.

"Merging Entity"

WILLIAM A. WALKER, LLC
a North Carolina limited liability company

By: _____

William A. Walker
Sole Manager and Sole Member

"Surviving Entity"

W. A. WALKER OF FLORIDA, LLC
a Florida limited liability company

By: _____

William A. Walker
Sole Manager and Sole Member

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**AGREEMENT AND
PLAN OF MERGER OF
WILLIAM A. WALKER, LLC**
a North Carolina limited liability company
**WITH AND INTO
W. A. WALKER OF FLORIDA, LLC**
a Florida limited liability company

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Plan") is entered into this 27th day of December, 2018, by and between **WILLIAM A. WALKER, LLC**, a North Carolina limited liability company (hereinafter the "NC LLC" or "Merging Entity") and **W. A. WALKER OF FLORIDA, LLC**, a Florida limited liability company (hereinafter the "Florida LLC" or "Surviving Entity"), said entities being hereinafter sometimes referred to collectively as the "Constituent Entities";

WHEREAS, the sole Manager and sole Member of the NC LLC and the sole Manager and Member of the Florida LLC deem it advisable and in the best interests of the Constituent Entities that the NC LLC be merged with and into the Florida LLC, with the Florida LLC being the surviving entity, under and pursuant to the laws of the State of Florida and on the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I
MERGER**

1.1 NC LLC shall be merged with and into the Florida LLC in accordance with both the laws of the State of Florida and the laws of the State of North Carolina. The separate existence of the NC LLC shall thereby cease, and the Florida LLC shall be the surviving entity.

1.2 The name which the Florida LLC shall have after the merger shall remain "W. A. WALKER OF FLORIDA, LLC"

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of NC LLC shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time, the Florida LLC shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Organization, of the Constituent Entities. All the rights, privileges, powers and franchises of NC LLC and all property, whether real, personal or mixed, of the NC LLC, and all debts due on whatever account to them, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Florida LLC without further act or deed; and all such property, rights, privileges, immunities and franchises, and all interests of NC LLC shall be thereafter as effectually the property of the Florida LLC as they were of NC LLC.

1.4 From and after the Effective Time, the Florida LLC shall be subject to all the duties and liabilities of a limited liability company organized under Florida law and shall be

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liable and responsible for all the liabilities and obligations of the Constituent Entities. The rights of the creditors of the Constituent Entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing, or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if this merger had not taken place, or the Florida LLC may be proceeded against or substituted in place of NC LLC. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Florida LLC shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of this Merger Plan are subject to the following:

2.1 This Merger Plan has been approved by (i) the sole Member and sole Manager of the NC LLC in accordance with both N.C.G.S §57D-3-03(6) and N.C.G.S §57D-9-41, as required by Fla. Stat. §605.1023(3); and (ii) by the sole Member and sole Manager of the Florida LLC in accordance with Fla. Stat. §605.1021 - §605.1026.

2.2 The merger shall become effective upon the filing of Articles of Merger with the Florida Secretary of State. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.3 Prior to the Effective Time, the Constituent Entities shall take all such actions as shall be necessary or appropriate in order to effect the merger in accordance with this Merger Plan and the laws of both Florida and North Carolina. If at any time after the Effective Time, the Florida LLC shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Florida LLC full title to all of the property, assets, rights, privileges and franchises of NC LLC, the sole Manager and Sole Member of the NC LLC shall execute and deliver all such instruments and take all such further actions as the Florida LLC may determine to be necessary or desirable in order to vest in and confirm to the Florida LLC title to and possession of all such property, assets, rights, privileges, immunities and franchises and otherwise to carry out the purposes of this Merger Plan.

ARTICLE III ARTICLES AND OPERATING AGREEMENT; MANAGERS

3.1 The Articles of Organization of the Florida LLC, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Organization of the Florida LLC until duly amended in accordance with law, and no change to such Articles of Organization shall be effected by the merger.

3.2 The Operating Agreement of the Florida LLC, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Operating Agreement of the Florida

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LLC until duly amended in accordance with Florida law, and no change to such Operating Agreement shall be effected by the merger.

3.3 The sole Manager of the Florida LLC immediately prior to the Effective Time shall, after the merger, continue as the sole Manager of the Florida LLC without change, to serve, subject to the provisions of the Operating Agreement of the Florida LLC, until his successor has been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Organization and Operating Agreement of the Florida LLC.

ARTICLE IV CONVERSION OF MEMBERSHIP INTERESTS

4.1 All of the membership interests in the Florida LLC are owned by a single member, William A. Walker.

4.2 All of the membership interests in the NC LLC are owned by a single member, William A. Walker.

4.3 At the Effective Time, all of the membership interests in the NC LLC shall be converted into a fifty percent (50%) membership interest in the Florida LLC. The holder of the outstanding membership interests of the NC LLC shall surrender the same to the Florida LLC for cancellation or transfer. Said holder shall be entitled to receive a certificate representing a fifty percent (50%) membership interest in the Florida LLC.

Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented a membership interest in the NC LLC shall be treated for all purposes to represent the ownership a fifty percent (50%) membership interest in the Florida LLC.

Except as set forth in this paragraph 4.3, no other cash, shares, securities or obligations will be distributed or issued upon conversion and/or surrender of the membership interests in the NC LLC.

ARTICLE V MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Managers of each of the Constituent Entities may, in their sole discretion and at any time prior to the filing with the Florida Secretary of State of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Entities. In the event of such determination and the abandonment of this Merger Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Entities or their respective Managers and/or Members in respect of this Merger Plan.

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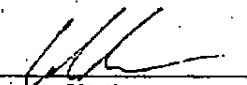
5.2 The Florida LLC shall pay to any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Fla. Stat. §605.1006 and Fla. Stat. §605.1061 - §605.1072 or under the provisions of N.C.G.S §57D-9-43(a)(7).

5.3 This Merger Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Merger Plan has been signed by the duly authorized Managers of the Constituent Entities pursuant to the authorization by the sole Manager and Member of the NC LLC and the sole Manager and Member of the Florida LLC, all as of the day and year first above written.

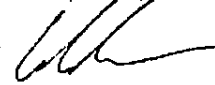
"NC LLC" and "Merging Entity"

WILLIAM A. WALKER, LLC
a North Carolina limited liability company

By: 
William A. Walker
Sole Manager and Sole Member

"Florida LLC" and "Surviving Entity"

W. A. WALKER OF FLORIDA, LLC
a Florida limited liability company

By: 
William A. Walker
Sole Manager and Sole Member

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