

2012-11-01 3:08PM MILAM HOWARD No. 598 P. 1 of 1

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MERGER OR SHARE EXCHANGE
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EXAMINER

Nov. 1. 2012 3:08PM

MILAM HOWARD

No. 9598 P. 2

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**ARTICLES OF MERGER
OF KNIGHT DEVELOPMENT PARTNERS, LLC
WITH AND INTO
MILAM HOWARD NICANDRI DEES & GILLAM, P.A.**

Pursuant to the provisions of Chapters 607 and 608, *Florida Statutes*, the parties hereto hereby adopt the following Articles of Merger for the purpose of merging them into one corporation:

1. Knight Development Partners, LLC, a Florida limited liability company (the "Merging Company"), shall be merged with and into Milam Howard Nicandri Dees & Gillam, P.A., a Florida professional corporation (the "Surviving Corporation"), which shall be the surviving corporation in the merger.
2. The merger shall become effective as of November 1, 2012 (the "Effective Date").
3. The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall continue in full force and effect and shall be the Articles of Incorporation of the Surviving Corporation.
4. The Agreement and Plan of Merger, a copy of which is attached hereto and made a part hereof, was adopted and approved by the managing member of the Merging Company on November 1, 2012 and by the directors of the Surviving Corporation on November 1, 2012.
5. The Agreement and Plan of Merger was adopted and approved by all of the members of the Merging Company and all of the shareholders of the Surviving Corporation on November 1, 2012.
6. The name of the Surviving Corporation after the Merger shall remain and be Milam Howard Nicandri Dees & Gillam, P.A.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Company have caused these Articles of Merger to be executed by their respective officers as of November 1, 2012.

KNIGHT DEVELOPMENT
PARTNERS, LLC

By: _____

G. Alan Howard
Managing Member

MILAM HOWARD NICANDRI
DEES & GILLAM, P.A.

By: _____

G. Alan Howard
President

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is dated as of November 1, 2012 pursuant to Section 607.1108 of the Florida Business Corporation Act and Section 608.438 of the Florida Limited Liability Company Act, between Knight Development Partners, LLC, a Florida limited liability company, having its principal place of business at 14 East Bay Street, Jacksonville, Florida 32202 (the "Company"), and Milam Howard Nicandri Dees & Gillam, P.A., a Florida professional corporation having its principal place of business at 14 East Bay Street, Jacksonville, Florida 32202 (the "Surviving Company").

Recitals:

WHEREAS, the Company is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the State of Florida and is authorized to issue one thousand (1,000) shares of Common Stock, \$.01 par value per share, of which five hundred (500) shares are issued and outstanding as of the date hereof; and

WHEREAS, all of the members of the Company and the Board of Directors of the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger.

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Merger.** Effective as of November 1, 2012 ("Merger Date") the Company shall be merged with and into the Surviving Company pursuant to Section 607.1108 of the Florida Business Corporation Act and Section 608.438 of the Florida Limited Liability Company Act. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate corporate existence of the Company shall cease forthwith upon the Merger Date. The merger of the Company into the Surviving Company shall herein be referred to as the "Merger."

2. **Stockholder Approval.** All of the members of the Company and all of the Directors of the Surviving Company have approved this Agreement and Plan of Merger.

3. **Effective Date.** The Merger shall be effective on the Merger Date as indicated in the Articles of Merger to be filed with the Florida Department of State.

4. **Membership/Interests of the Company.** On the Merger Date, by virtue of the Merger and without any action on the part of the holders thereof, all membership/interests of the Company issued and outstanding immediately prior thereto shall be cancelled and, upon surrender of the certificate therefor the holder thereof shall be entitled to issuance of one hundred (100) shares of Common Stock, par value of \$.01 per share, of the Surviving Company.

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5. **Common Stock of the Surviving Company.** On the Merger Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall be cancelled. Certificates evidencing new shares of Common Stock, par value \$01 per share, of the Surviving Company shall be issued in accordance with Section 4 hereof.

6. **Stock Certificates.** On and after the Merger Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of the Company and of the Surviving Company shall be deemed for all purposes cancelled. The registered owner on the books and records of the Company of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Surviving Company evidenced by such outstanding certificate as above provided.

7. **Succession.** On the Merger Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Company. Without limiting the foregoing, upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Company shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Company and the Surviving Company, respectively. All rights of creditors of the Company and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall 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 it.

8. **Certificate of Incorporation and By-Laws.** The Articles of Incorporation of the Surviving Company in effect on the Merger Date shall continue to be the Articles of Incorporation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect on the Merger Date shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

9. **Directors and Officers.** The members of the Board of Directors and the officers of the Surviving Company on the Merger Date shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

10. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Company are fully authorized in the name and on behalf of the

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Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11. Abandonment. At any time prior to the Merger Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of the Surviving Company, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of the Company or the Surviving Company.

12. Governing Law. This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.

13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, as of the date first above written.

COMPANY:

KNIGHT DEVELOPMENT PARTNERS, LLC

By: 

G. Alan Howard
Managing Member

SURVIVING COMPANY:

MILAM HOWARD NICANDRI DEES &
GILLAM, P.A.

By: 

G. Alan Howard
President

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