

PO3 000002156

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

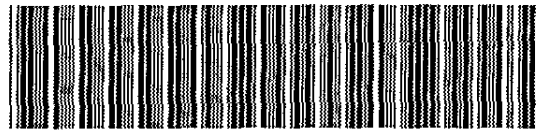
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600009758176

01/14/03--01030--001 **78.75

FILED
03 FEB 27 PM 2:49
RECEIVED
FALLENBERRY

merger
T. Kuro 2/27/03

Blake W. Kirkpatrick
Juris Doctorate in Law
Master of Arts in Economics
bkirkpatrick@coxnici.com



Suite 100
3001 Tamiami Trail North
Naples, Florida 34103
239.659.4495 telephone
239.659.4496 facsimile

February 19, 2003

CERTIFIED MAIL # 7002 2410 0006 6113 0492

Return Receipt Requested

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

Re: DeWitt Services, Inc.

Dear Sir or Madam:

Pursuant to your letter of January 17, 2003 (a copy of which is enclosed for your reference), enclosed with respect to the reorganization and merger of DeWitt Services, Inc. (a Virginia Corporation) into DeWitt Services, Inc. (a Florida Corporation) are the following revised documents:

1. Articles of Merger
2. Plan and Agreement of Merger

A check in the amount of \$78.75 for the filing fees has already been submitted. Duplicate originals of the Revised Article of Merger and Plan and Agreement of Merger as well as a copy of this letter have been filed simultaneously with the Commonwealth of Virginia.

Please file the Articles of Merger and provide our office with the certified copy of the Articles of Merger. I have enclosed a self-addressed stamped envelope and a copy of the Articles of Merger and Plan and Agreement of Merger for your convenience.

Thank you for your attention to this matter.

Very truly yours,

Blake W. Kirkpatrick

BWK/kh
Enclosures

cc: Bill B. Dewitt (w/encls)
William A. Fritz, Jr., CPA (w/encls)
David A. Lawrence, Esq. (w/encls)
James R. Nici, Esq. (w/encls)

RECEIVED
03 FEB 26 AM 10:22
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

January 17, 2003

BLAKE W. KIRKPATRICK, ESQ.
COX & NICI, P.A.
3001 TAMiami TRAIL NORTH, SUITE 100
NAPLES, FL 34103

SUBJECT: DEWITT SERVICES, INC.
Ref. Number: P03000002156

We have received your document for DEWITT SERVICES, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6905.

Thelma Lewis
Document Specialist Supervisor

Letter Number: 703A00002660

Blake W. Kirkpatrick
Juris Doctorate in Law
Master of Arts in Economics
bkirkpatrick@coxnici.com



Suite 100
3001 Tamiami Trail North
Naples, Florida 34103
239.659.4495 telephone
239.659.4496 facsimile

January 10, 2003

VIA CERTIFIED MAIL

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

Re: DeWitt Services, Inc.

Dear Sir or Madam:

Enclosed with respect to the reorganization and merger of DeWitt Services, Inc. (a Virginia Corporation) into DeWitt Services, Inc. (a Florida Corporation) are the following documents:

1. Articles of Merger
2. Plan and Agreement of Merger
3. Check number 6371 for \$78.75 for the filing fees associated with the Articles of Merger (two entities) and to obtain a Certified Copy of same.

Duplicate originals of the Article of Merger and Plan and Agreement of Merger as well as a copy of this letter have been filed simultaneously with the Commonwealth of Virginia.

Please file the Articles of Merger and provide our office with the certified copy of the Articles of Merger. I have enclosed a self-addressed stamped envelope and a copy of the Articles of Merger and Plan and Agreement of Merger for your convenience.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Blake W. Kirkpatrick', written in a cursive style.

Blake W. Kirkpatrick

BWK/kh

Enclosures

cc: Bill B. Dewitt (w/encls)
William A. Fritz, Jr., CPA (w/encls)
David A. Lawrence, Esq. (w/encls)
James R. Nici, Esq. (w/encls)

ARTICLES OF MERGER
Merger Sheet

MERGING:

DEWITT SERVICES, INC., a Virginia corporation not authorized to transact
business in Florida

INTO

DEWITT SERVICES, INC., a Florida entity, P03000002156

File date: February 26, 2003

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Statutes and Section 13.1-720 of the Virginia Code.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of Surviving Corporation (hereinafter "Surviving Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
DeWitt Services, Inc. 5135 St. Andrew's Island Drive Vero Beach, Florida 32967	Florida	Corporation

Florida Document/Registration Number: P03000002156 FEI Number: 54-1916200

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type for the Merging Corporation (hereinafter "Merging Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
DeWitt Services, Inc. 12966 Highland Oaks Ct. Fairfax, Virginia 22033	Virginia	Corporation

Virginia Document/Registration Number: 0461875-7 FEI Number: 54-1916200

THIRD: The attached Plan and Agreement of Merger meets the requirements of Sections 607.1101 and 607.1105 of the Florida Statutes, and was approved by the Board of Directors and Shareholders of the Surviving Corporation in accordance with Chapter 607 of the Florida Statutes on January 2, 2003.

FOURTH: The attached Plan and Agreement of Merger was approved by the Merging Corporation by the unanimous consent of the shareholders in accordance with the respective laws of the Commonwealth of Virginia on January 2, 2003.

FIFTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the bylaws or articles of incorporation of any corporation that is a party to the merger.

SIXTH: The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State and the Virginia State Corporation Commission.

SEVENTH: The Articles of Merger comply and are hereby executed in accordance with the laws of each party's applicable jurisdiction.

FILED
02 FEB 25 PM 2:49
CORPORATION STATE
FIDELITY NATIONAL BANK

NOW, THEREFORE, the undersigned, being the authorized officers of the Merging Corporation and the Surviving Corporation hereinbefore named, for the purpose of Merging the respective corporations under the Florida Business Corporation Act and the Virginia Stock Corporation Act has executed these Articles of Merger this 7 day of Feb, 2003.

<u>Name of Entity</u>	<u>Signature and Name of Officer</u>	<u>Title or Position</u>
DeWitt Services, Inc., a Florida corporation	<u><i>Bill B. DeWitt</i></u> Bill B. DeWitt	President
DeWitt Services, Inc., a Virginia corporation	<u><i>Bill B. DeWitt</i></u> Bill B. DeWitt	President

**PLAN AND AGREEMENT OF MERGER
(Reorganization)**

The following plan of merger (hereinafter "Merger"), dated this 7th day of February, 2003, which was adopted and approved by DeWitt Services, Inc., a Virginia Corporation (hereinafter referred to as "Merging Corporation") and DeWitt Services, Inc., a Florida Corporation (hereinafter referred to as "Surviving Corporation") (hereinafter collectively referred to as "Merging Corporations") is being submitted in compliance with Section 607.1101 of the Florida Statutes and in accordance with applicable sections of the Virginia Code.

WHEREAS, the Surviving Corporation is organized and exists under the laws of the State of Florida, having filed its Certificate of Incorporation in the Office of the Secretary of State of the State of Florida, on the 2nd day of January, 2003, and having its registered office at 3001 Tamiami Trail North, Suite 100, Naples, Florida 34103, and having as its registered agent James R. Nici, Esq.; and

WHEREAS, the total number of shares of stock which the Surviving Corporation has authority to issue is One Thousand (1,000) shares, of which (1,000) shares are now issued and outstanding; and

WHEREAS, the Merging Corporation is organized and exists under the laws of the Commonwealth of Virginia, its Articles of Incorporation having been filed in the office of the Secretary of State of the Commonwealth of Virginia on the 6th day of March, 1996, and its Certificate of Incorporation, after being issued to the Merging Corporation by the Secretary of State on that date and the address of its registered office is c/o Odin, Feldman & Pittleman, PC, 9302 Lee Highway, Suite 1100, Fairfax, Virginia 22031, and its registered agent being David A. Lawrence, Esq.; and

WHEREAS, the aggregate number of shares which the Merging Corporation has authority to issue is One Thousand (1,000), of which One Thousand (1,000) shares are issued and outstanding; and

WHEREAS, it is intended that the Merger will qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code").

WHEREAS, the Board of Directors of each of the Merging Corporations deems it advisable that the Merging Corporation be merged into the Surviving Corporation on the terms and conditions set forth below, in accordance with the applicable provisions of the statutes of the Commonwealth of Virginia and the State of Florida, respectively, which permit such merger and The Board of Directors of the Company has approved this Plan and Agreement of Merger as required by applicable law.

NOW, THEREFORE, in consideration of the agreements, covenants and provisions set out below, the Surviving Corporation and the Merging Corporation, by their Boards of Directors, do hereby agree as follows:

**ARTICLE I
MERGER OF CORPORATIONS,
IDENTIFICATION OF ENTITIES AND EFFECTIVE DATE**

1.1 The Surviving Corporation and the Merging Corporation shall be merged into a single Corporation, in accordance with applicable provisions of the laws of the Commonwealth of Virginia and of the State of Florida by the Merging Corporation merging into the Surviving Corporation, which shall be the Surviving Corporation.

The exact name and jurisdiction of the Merging Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
DeWitt Services, Inc. 12966 Highland Oaks Ct. Fairfax, Virginia 22033	Virginia	Corporation

The exact name and jurisdiction of the Surviving Corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
DeWitt Services, Inc. 5135 St. Andrew's Island Drive Vero Beach, Florida 32967	Florida	Corporation

1.2 Upon the merger becoming effective under the laws of the Commonwealth of Virginia and the State of Florida (hereinafter referred to as the "Effective Date") the two merged corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of the Merging Corporation shall cease, except to the extent, if any, provided by the laws of the Commonwealth of Virginia.

**ARTICLE II
TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger, in addition to those set forth elsewhere in this Plan and Agreement of Merger, are as follows:

2.1 Upon the Effective Date, the following events shall occur:

2.1.1 The Merging Corporation and the Surviving Corporation shall be a single corporation, which shall be DeWitt Services, Inc., a Florida corporation.

2.1.2 The Merging Corporation shall cease to exist as a separate entity.

2.1.3 The Bylaws of the Merging Corporation as they existed immediately before the effective date of merger shall be the Bylaws of the Surviving Corporation until amended as provided therein.

2.1.4 The persons who will serve on the Board of Directors and as the officers of the Surviving Corporation shall be the same persons who served as directors and officers of the Merging Corporation immediately before the effective date of the merger.

2.1.5 The Surviving Corporation shall thereupon possess all the rights, privileges, of the Merging Corporation; and all property, real and personal, and all debts due on whatever account, and every other interest belonging to or due to each of the Merging Corporation, shall be vested in the Surviving Corporation without further act or deed.

2.1.6 All rights, privileges, powers, causes of action, interest, property, (whether real, personal or otherwise), accounts, stock, restrictions, duties, obligations, title, immunities and franchises of the Merging Corporation shall vest in the Surviving Corporation and any title to real estate vested by deed or otherwise in the Merging Corporation shall not revert or be in any way impaired by reason of the merger.

2.1.7 The Surviving Corporation shall be responsible and liable for all of the debts, liabilities and obligations of the Merging Corporation; and all existing or pending claims, actions or proceedings by or against the Merging Corporation may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation, and neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger.

2.2 The Surviving Corporation hereby agrees that it may be served with process in the Commonwealth of Virginia in any proceeding for the enforcement of any obligation of either Merging Corporation, including those arising from the merger, and hereby irrevocably appoints the Secretary of State of the Commonwealth of Virginia as its agent to accept service of process in any such suit or other proceedings, and further agrees that service of any such process may be made by providing the Secretary of State of the State of Florida with duplicate copies of such process; and the Surviving Corporation authorizes the aforesaid Secretary of State to send such process to it by registered mail directed to its registered office at:

3001 Tamiami Trail North, Suite 100,
Naples, Florida 34103

2.3 With respect to each Merging Corporation, the aggregate amount of net assets of each Merging Corporation that was available to support and pay dividends before the merger, shall continue to be available for the payment of dividends by the Surviving Corporation, except to the extent that all or a portion of those net assets may be transferred to the stated capital of the Surviving Corporation.

2.4 The Articles of Incorporation set forth in Exhibit A attached hereto shall constitute the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation are and are made a part of this Plan and Agreement of Merger.

**ARTICLE IV
CAPITALIZATION OF SURVIVING CORPORATION
AND CONVERSION OF SHARES**

3.1 The manner and basis of converting the interests, shares, obligations or other securities of the Merging Corporation into the interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are as follows:

3.1.1 All of the shareholders of the Merging Corporation and the Surviving Corporation and the outstanding shares issued by each corporation are identical and, therefore, no conversion is necessary. At and after the Effective Date, all of the previously issued and outstanding shares of the Merging Corporation that were issued and outstanding immediately prior to the Effective Date shall be automatically retired and canceled.

3.1.2 At and after the Effective Date, all of the outstanding certificates that, prior to that date, represented shares of the Merging Corporation's Common Stock, shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of the Merging Corporation's Common Stock are converted as provided herein. The registered owner on the books and records of the Merging Corporation of any such outstanding stock certificate for the Merging Corporation shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, 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 Corporation's Common Stock evidenced by such outstanding certificate as above provided.

3.1.3 No fractional shares of the Surviving Corporation's Common Stock will be issued in connection with the Merger. In lieu thereof, the Surviving Corporation shall pay each shareholder of the Merging Corporation who would otherwise be entitled to receive a fractional share of the Surviving Corporation's Common Stock (assuming the aggregation of all shares held by the same holder of more than one stock certificate representing shares of the Merging Corporation's Common Stock) a cash amount equal to the applicable fraction multiplied by the fair market value of a share of the Surviving Corporation's Common Stock, as determined by the Board of Directors of the Surviving Corporation in good faith (the "Fair Market Value Per Share"). Upon exercise of each assumed option of the Merging Corporation to purchase the Surviving Corporation's Common Stock, cash will be paid by the Surviving Corporation in lieu of any fractional share of the Surviving Corporation's Common Stock, respectively, issuable upon exercise of such option, and the amount of cash received for such fractional share shall be the Fair Market Value Per Share upon exercise thereof multiplied by the applicable fraction, less the unpaid exercise price per share for such fraction.

3.2 As there are no outstanding options or warrants of either the Merging Corporation or the Surviving Corporation, the manner and basis of converting rights to acquire interests, shares, obligations or other securities of the Merging Corporation into rights to acquire interests, shares, obligations or other securities of the Surviving Corporation, in whole or in part, into cash or other property are not addressed herein.

**ARTICLE IV
PAYMENT OF EXPENSES OF MERGER**

The Surviving Corporation shall pay all expenses incurred for the purpose of bringing both this Plan and Agreement of Merger and the merger herein described into effect.

**ARTICLE V
REQUEST FOR ADDITIONAL DOCUMENTATION**

If the Surviving Corporation shall have reason to request any further assignments, conveyances or other transfers that it is advised by counsel are necessary to vest in the Surviving Corporation title to any property or rights of either of the Merging Corporations, the officers and directors of the Merging Corporation shall execute any assignment, conveyance, deed or other documents advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

**ARTICLE VI
ADOPTION BY SHAREHOLDERS,
ABANDONMENT AND AMENDMENT**

6.1 Adoption by Shareholders This Plan and Agreement of Merger shall be submitted to the shareholders of the Merging Corporation for consideration at a meeting of shareholders held in accordance with the Bylaws of the Merging Corporation and with the laws of the State of Virginia, and upon (1) the approval by the shareholders of the Merging Corporation, and (2) the subsequent execution, filing and recording of such documents shall then take effect and be the Plan and Agreement of Merger of the Merging Corporations.

6.2 Abandonment. This Plan and Agreement of Merger may be abandoned by (1) the Merging Corporation by the action of its Board of Directors if such action is taken before the Plan and Agreement of Merger has been approved by its shareholders, or (2) the Merging Corporation if its Board of Directors adopt a resolution abandoning the Plan and Agreement of Merger before the effective date of the merger.

6.3 Amendment. At any time before the Effective Date, this Plan and Agreement of Merger may be amended, modified or supplemented by the Boards of Directors of the Merging Corporation and Surviving Corporation, notwithstanding approval of this Plan and Agreement of Merger by the shareholders of either the Merging Corporation or Surviving Corporation; provided, however, that any amendment made subsequent to the adoption of this Agreement by the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of the Merging Corporation; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Plan and Agreement of Merger if such alteration or change would adversely affect the shareholders of any shares of the Merging Corporation or Surviving Corporation.

6.4 Rights of Dissenting Shareholders. Dissenting shareholders who have complied with all the requirements for perfecting the rights of dissenting shareholders as set forth in the Virginia Stock Corporation Act shall be entitled to their rights under such law.

**ARTICLE VI
MISCELLANEOUS**

6.5 Governing Law. All rights and obligations under this Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

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

6.7 Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

IN WITNESS WHEREOF, DeWitt Services, Inc., a Virginia Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature, and DeWitt Services, Inc., a Florida Corporation, has caused these presents to be executed by its authorized officer, and its corporate seal to be affixed as of the date opposite its signature.

DeWitt Services, Inc., a Virginia Corporation
Merging Corporation

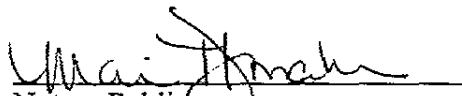
DATE: 2-7, 2003 By: Bill B. DeWitt
BILL B. DEWITT
Its: President

DeWitt Services, Inc., a Florida Corporation
Surviving Corporation

DATE: 2-7, 2003 By: Bill B. DeWitt
BILL B. DEWITT
Its: President

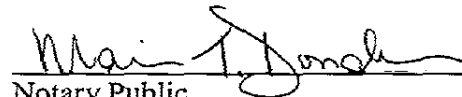
STATE OF Virginia)
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 7th day of February, 2003, by Bill B. Dewitt as an authorized officer of DeWitt Services, Inc., a Virginia Corporation, on behalf of the corporation. Said person is personally known to me or has produced a driver's license as identification.


Notary Public

STATE OF Virginia)
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me this 7th day of February, 2003, by Bill B. Dewitt as an authorized officer of DeWitt Services, Inc., a Florida Corporation, on behalf of the corporation. Said person is personally known to me or has produced a driver's license as identification.


Notary Public