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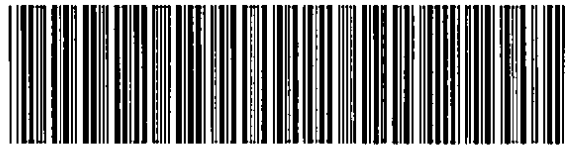
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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MAR 13 2020

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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 8, 2020

KIRKPATRICK PRICE INC  
1228 EASR 7TH AVE  
STE. 200  
TAMPA, FL 33605

SUBJECT: KIRKPATRICK PRICE, INC.  
Ref. Number: P05000002349

We have received your document for KIRKPATRICK PRICE, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file the merger is \$35.00 per entity involved in the merger.

There is a balance due of \$35.00.

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) 245-6050.

Irene Albritton  
Regulatory Specialist II

Letter Number: 720A00000535

# **ARTICLES OF MERGER**

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Kirkpatrick Price Inc.	Tennessee	000974698

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Kirkpatrick Price Inc.	Florida	P05000002349

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on  
01/01/2019 and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on  
01/01/2019 and shareholder approval was not required.

(Attach additional sheets if necessary)

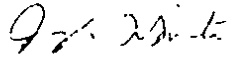
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

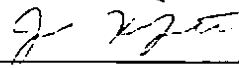
Typed or Printed Name of Individual & Title

Kirkpatrick Price Inc. (TN)



Joseph Kirkpatrick, President

Kirkpatrick Price Inc. (FL)



Joseph Kirkpatrick, President

# **PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the **surviving** corporation:

Name

Kirkpatrick Price Inc.

Jurisdiction

Tennessee

**Second:** The name and jurisdiction of each **merging** corporation:

Name

Kirkpatrick Price Inc.

Jurisdiction

Florida

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

See attached.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows: *See Attached.*

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

N/A

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

## **Merger Agrément**

THIS MERGER AGREEMENT ("Agreement") is made on January 01, 2019 by and between Kirkpatrick Price Inc., 1228 E. 7th Ave, Suite 200, Tampa, Florida 33605, (the "Florida Entity"), and Kirkpatrick Price Inc. of 4235 Hillsboro Pike, Suite 300, Nashville, Tennessee 37215, (the "Tennessee Entity").

On completion of the merger, the Florida Entity will be dissolved leaving the Tennessee Entity as the surviving business which will be known as Kirkpatrick Price Inc. after the merger is complete. The surviving business will be registered in the state of Tennessee.

### **RECITALS**

#### **Florida Entity Dissolving Entity**

Florida Entity is an S Corporation duly organized, validly existing, and in good standing under the laws of Florida.

#### **Tennessee Entity Surviving Entity**

Tennessee Entity is an S Corporation duly organized, validly existing, and in good standing under the laws of Tennessee.

#### **Kirkpatrick Price Inc. Final Entity**

Kirkpatrick Price Inc. is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

### **MERGER**

#### **Surviving Business Entity**

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, the Florida Entity shall be merged with and into surviving entity under the laws of the state of Tennessee. As a result of the Merger, the separate corporate existence of the Florida Entity shall cease and the entity shall continue as the surviving business entity Kirkpatrick Price Inc.

#### **Certificate of Merger**

The Tennessee Entity shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Tennessee. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which the Florida Entity holds real property.

#### **Effective Date of Merger**

The merger shall be effective on the date of filing of the certificate of merger.

### **TERMS AND CONDITIONS**

#### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Enter into any contract or agreement obligating it for a period in excess of six months except in the ordinary course of business.

#### **Further Assignments or Assurances**

If at any time the Tennessee Entity considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the Tennessee Entity the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of the Florida Entity, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in the Tennessee Entity, and otherwise carry out the provisions of this Agreement.

#### **VALUATION OF ASSETS**

##### **Assets of Florida Entity**

The partners or managers of the Florida Entity agree that:

The present value of its tangible and intangible assets, including goodwill is \$2,258,824.05;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$153,152.28; and

The estimated amount of its liabilities is \$437,247.15.

##### **Assets of Tennessee Entity**

The partners or managers of the Tennessee Entity agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

#### **Conversion**

At the effective date of the merger, the 1500 shares from the Florida Entity will be converted into 500,000 shares of the Tennessee Entity.

#### **Exchange**

If any interest of the Florida Entity being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of the Florida Entity have been converted.

#### **MANAGEMENT OF SURVIVING ENTITY**

##### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.



### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 2 Directors. Disappearing entity shall be entitled to nominate 0 members of the Board of Directors of the surviving entity.

## **INTERPRETATION AND ENFORCEMENT**

### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

### **Applicable Law**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Tennessee.

### **Approvals**

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by Joseph Kirkpatrick, President, on behalf of Kirkpatrick Price Inc. (the Florida Entity) and by Joseph Kirkpatrick, President on behalf of Kirkpatrick Price Inc. (the Tennessee Entity).

(The Florida Entity) Kirkpatrick Price Inc.:

Joe Kirkpatrick 1/1/17  
By Joseph Kirkpatrick, President

(The Tennessee Entity) Kirkpatrick Price Inc.:

Joe Kirkpatrick 1/1/17  
By Joseph Kirkpatrick, President