

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1109 Florida Statutes, respectively.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Judd P. Koenig, P.A., a Florida Professional Association 8677 Bzreezy Hill Dr. Boynton Beach, FL 33473	Florida	Business (For Profit) Professional Association

Florida Document/Registration Number: P06000121677
FEI#: 05587866

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
FKN Holdings, P.A., a Florida Professional Association 10250 Heronwood Lane West Palm Beach, FL 33412	Florida	Business (For Profit) Professional Association

Florida Document/Registration Number: P06000121623
FEI#: 05587941

THIRD: The attached plan of Merger meets the requirements of section(s) 607.1108, 607.1103, Florida Statutes, and was approved by a domestic corporation and domestic corporation that is/are a party to the merger in accordance with Chapter 607, Florida Statutes.


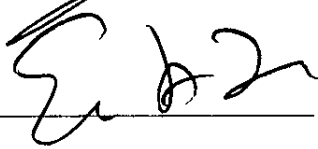
FOURTH: The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: Adoption of Merger by surviving corporation. The Plan of Merger was adopted by the sole shareholder of the surviving corporation on August 29, 2012.

SIXTH: Adoption of Merger by merging corporation. The Plan of Merger was adopted

by the sole shareholder of the merging corporation on August 29, 2012.

SEVENTH: SIGNATURE(S) FOR EACH CORPORATION:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
Judd P. Koenig, P.A., a Florida Professional Association	By: 	Judd P. Koenig, President
FKN Holdings, P.A., a Florida Professional Association	By: 	Eli A. Franks, President

AGREEMENT AND PLAN OF MERGER

by and between
FKN HOLDINGS, P.A.,
a Florida professional association
and
JUDD P. KOENIG, P.A.,
a Florida professional association

AGREEMENT AND PLAN OF MERGER, dated as of August 29, 2012, between **FKN Holdings, P.A., a Florida professional association** and **Judd P. Koenig, P.A., a Florida professional association**, such corporations being sometimes referred to herein together as the "Corporations"

WITNESSETH

WHEREAS FKN Holdings, P.A., a Florida professional association ("FKN") was organized under the laws of the State of Florida on September 21, 2006, and consists of 10,000 shares of authorized capital stock, of which 10,000 shares are currently outstanding (the "FKN Shares");

WHEREAS, Judd P. Koenig, P.A., a Florida professional association ("Koenig") was formed under the laws of the State of Florida on September 21, 2006, and the authorized capital stock of Koenig consists of 10,000 shares, of which 10,000 shares are currently outstanding (the "Koenig Shares");

WHEREAS, there are currently 10,000 FKN Shares, of which all are owned by Eli A. Franks;

WHEREAS, there are currently 10,000 Koenig Shares, all of which are owned by Judd P. Koenig;

WHEREAS, the sole Shareholder and Officer of FKN and the sole Shareholder and Officer of Koenig have determined that it is in the best interests of each of the Corporations and their respective members and shareholders that Koenig merge with and into FKN (the "Merger"), pursuant to provisions of the Florida Business Corporation Act, and specifically section 608.438, Florida Statutes, thereof, with FKN to be the surviving corporation of the Merger and to continue existence under the Florida Business Corporation Act;

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors and Shareholders of the Corporations, by resolutions duly adopted, have approved this Agreement, and have directed that it be submitted to the respective shareholders and members of the Corporations for approval and adoption;

NOW THEREFORE, in consideration of the premises and of the mutual agreement set forth herein, the Corporations hereby agree as follows:

ARTICLE ONE MERGER

1.1 On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the Florida Business Corporations Act ("FBCA"), Koenig shall be merged with and into FKN which shall be the surviving corporation (the "Surviving Corporation") of the Merger. The Name of the Surviving Corporation is, and on and after the Effective Date shall continue to be, FKN Holdings, P.A., a Florida professional association. The exact name and jurisdiction of the merging party is Judd P. Koenig, P.A., a Florida professional association. The exact name and jurisdiction of the surviving party is FKN Holdings, P.A., a Florida professional association.

1.2 On the Effective Date, the separate existence of Koenig shall cease, and FKN shall be a single corporation and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as disabilities and duties of each of the Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed; and all debts due to either of the Corporations on whatever account, as well as for stock subscriptions as all other things in action or belonging to or due to each of the Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Koenig, and title to any property or interest therein, vested by deed or otherwise in Koenig, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Corporations shall be preserved unimpaired as though all debts, liabilities and duties had been incurred or contracted by the Surviving Corporation; further, any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger has taken place, or the Surviving Corporation may be Substituted in such action or proceeding in place of either of the Corporations.

1.3 From time to time after the Effective Date, the last acting officers, directors or shareholders of Koenig or the corresponding officers, directors, or shareholders of the Surviving Corporation May, in the name of FKN, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of the Agreement.

1.4 All corporate acts, plans, policies, approvals and authorizations of its shareholders, Board of Directors, Committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were with

respect to Koenig. The employees of Koenig, if any, shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of Koenig.

1.5 On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of Koenig, as in effect on the date hereof, shall cease to exist and the Shareholders' Agreement and Articles of Incorporation of the Surviving Corporation shall be effective, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of Koenig immediately prior to the Effective Date shall become directors and officers, respectively, of the Surviving Corporation, in addition to the already acting officers and directors of FKN, until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6 If this Agreement is approved and adopted by the shareholders of Koenig and the shareholders of FKN and this Agreement is not abandoned or terminated as permitted by Article Five, this Agreement shall be certified, filed with the Secretary of State of Florida and recorded in accordance with the FBCA and FLLA. The Merger shall become effective on the date on which the last of such filings is made, which date is referred to herein as the "Effective Date" or on 9/29, 2012, if later.

**ARTICLE TWO
COVENANT OF THE SURVIVING CORPORATION
TO COMPLY WITH CERTAIN PROVISIONS OF FLORIDA LAW**

The Surviving Corporation shall, after the Merger is effective, comply with the provisions of the FBCA and FLLA as required. under law to give effect to the Merger intended to be consummated hereunder . The name and address of the President of the surviving Corporation is Eli A. Franks, 8371 North Military Trail #101, Palm Beach Gardens, Florida 33410.

**ARTICLE THREE
CONVERSION OF SHARES OF KOENIG INTO SHARES OF FKN**

The manner and basis of converting the shares of Koenig Stock into FKN Stock shall be as follows:

3.1 On the Effective Date, each of the 10,000 shares of Koenig Stock owned by the Shareholders of Koenig immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease.

3.2 On the Effective Date, each share of Koenig Stock issued and outstanding shall thereupon effectively be converted into and exchanged for one-half of FKN Stock

3.3 On the Effective Date, each share of FKN Stock issued and outstanding shall thereupon effectively be split in half, so as to accommodate for the additional FKN Stock being issued in exchange for the Koenig Stock.

3.4 On and after the Effective Date, each holder of a certificate evidencing issued and outstanding shares of Koenig Stock must surrender such certificate to Koenig and, upon such surrender, such holder shall be entitled to receive a certificate evidencing one-half of that number of shares of Stock in FKN as the number of shares of Koenig formerly evidenced by the certificate surrendered. Until so surrendered, each certificate which evidences shares of Koenig Stock on the Effective Date shall be deemed for all purposes to evidence the ownership of FKN Stock into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of Koenig in connection with the issuance of certificates evidencing shares of Stock in FKN, except that, if any such certificate is to be issued in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of the FKN Stock in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of FKN or its transfer agent that such tax has been paid or is not applicable. Third parties shall have the right to rely upon the shareholder records of FKN as to the ownership of FKN Stock on the Effective Date.

3.5 Koenig shall not record on its books any transfer of certificates representing issued and outstanding shares of Koenig Stock on or after the Effective Date.

3.6 There are no outstanding rights to acquire interests, shares, obligations or other securities of the merged entity; Koenig.

3.7 After the Merger as contemplated herein, there shall be 10,000 issued and outstanding shares of common stock in FKN, which FKN Stock shall be owned as follows: 5,000 by Eli A. FKN and 5,000 by Judd P. Koenig.

ARTICLE FOUR CONDITIONS

The Consummation of the Merger is subject to satisfaction prior to the Effective Date of the following conditions:

4.1 At least a majority of the outstanding shares of Koenig Stock entitled to vote shall have been voted in favor of this Agreement and the transactions contemplated hereby, and at least a majority shall have approved this Agreement and the transactions contemplated hereby.

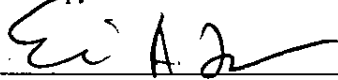
4.2 At least a majority of the outstanding shares of Frank Stock entitled to vote shall have been voted in favor of this Agreement and the transactions contemplated hereby, and at least a majority shall have approved this Agreement and the transactions contemplated hereby.

4.3 No governmental authority or other third party shall have instituted or threatened any action or proceeding against Koenig or FKN to enjoin, hinder or delay, or to obtain damages or other relief in connection with the transactions contemplated by this Agreement and no action shall have been taken by any court or government authority rendering Koenig or FKN unable to consummate the transactions contemplated by the Agreement.

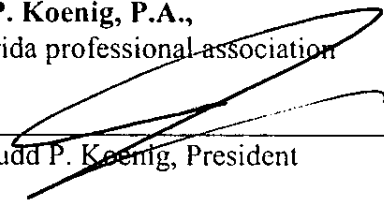
**ARTICLE FIVE
AMENDMENT AND WAIVER**

Prior to the Effective Date, whether before or after approval of this Agreement by the shareholders of Koenig or by the shareholders of FKN, this Agreement may be amended or modified in any manner, as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purpose and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation. This Agreement and Plan of Merger shall supercede all previously filed versions.

FKN Holdings, P.A.
a Florida professional association

By: 
Eli A. Franks, President

Judd P. Koenig, P.A.,
a Florida professional association

By: 
Judd P. Koenig, President