

EST 09-2007 15:50 GRAY ROBINSON
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MERGER OR SHARE EXCHANGE

East Park Village, Inc.

Certificate of Status	0
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\$ 25.00

25.00

8.75

58.75

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H07000250781 3**CERTIFICATE AND ARTICLES OF MERGER**

Merging
K-T NO. 2, LLC
With and Into
EAST PARK VILLAGE, INC.

Pursuant to Sections 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act and Sections 607.1108, 607.1109 and 607.11101 of the Florida Business Corporation Act, **K-T NO. 2, LLC**, a Florida limited liability company (the "Target"), and **EAST PARK VILLAGE, INC.**, a Florida corporation (the "Survivor"), hereby adopt the following Certificate and Articles of Merger:

ARTICLE I

The name, type of entity and jurisdiction of each of the constituent business entities are as follows:

LOT-101989

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Reference</u>
K-T NO. 2, LLC	Florida	Limited Liability Company	Target
EAST PARK VILLAGE, INC.	Florida	Corporation	Survivor

PD7-67442**ARTICLE II**

Effective immediately upon the date of filing of this Certificate and Articles of Merger with the Florida Department of State, the Target shall be merged with and into the Survivor, and the Survivor shall be the surviving corporation.

ARTICLE III

The Plan of Merger pursuant to which the Target shall merge with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE IV

The Plan of Merger was adopted and approved (i) by the written consent of the managers and/or members of the Target as of the date hereof in accordance with the applicable provisions of Chapter 608, *Florida Statutes*, (ii) by the written consent of the directors and/or shareholders of the Survivor as of the date hereof in accordance with the applicable provisions of Chapter 607, *Florida Statutes*, and (iii) in accordance with the terms of the governing documents of each of the Target and the Survivor. There are no dissenting members of the Target or dissenting shareholders of the Survivor.

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IN WITNESS WHEREOF, this Certificate and Articles of Merger has been executed as
of the 9th day of October, 2007.

TARGET:

K-T NO. 2, LLC, a Florida limited liability
company

By: 

Name: John C. Gray, Jr.

Its: Manager

SURVIVOR:

EAST PARK VILLAGE, INC., a Florida
corporation

By: 

Name: John C. Gray, Jr.

Its: President

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EXHIBIT A

PLAN OF MERGER

Merging

K-T NO. 2, LLC

With And Into

EAST PARK VILLAGE, INC.

The following Plan of Merger was adopted and approved by (i) all of the managers and members of each limited liability company party to the merger in accordance with Section 608.4381, *Florida Statutes*, (ii) the Board of Directors and all of the shareholders of each corporation party to the merger in accordance with Sections 607.1103 and 607.1108, *Florida Statutes*, and is being submitted in accordance with said Sections and the relevant provisions of the Florida Limited Liability Company Act (the "LLC Act") and the Florida Business Corporation Act (the "Corporation Act"), and together with the LLC Act, the "Acts").

ARTICLE 1

The exact name and jurisdiction of the merging party is as follows (the "Merging Entity"):

K-T NO. 2, LLC, a Florida limited liability company

ARTICLE 2

The exact name and jurisdiction of the surviving entity is as follows (the "Survivor"):

EAST PARK VILLAGE, INC., a corporation

ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 **The Merger.** The Merging Entity shall merge with and into the Survivor (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entity shall cease, and the Survivor shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging Entity and the Survivor will cause a Certificate and Articles of Merger to be filed with the Florida Department of State (the "Merger Documents") in such form as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall become effective immediately on the date that the Merger Documents are filed with the Florida Department of State (the "Effective Time").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of either the Merging Entity or the Survivor, in order to vest or to perfect or

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confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of either the Merging Entity or the Survivor.

ARTICLE 4

4.1 **Manner and Basis of Converting Interests/Shares Generally.** Since the Merger is between a parent corporation and a wholly-owned subsidiary limited liability company, where the parent corporation is the survivor, there is no need to convert any interests of the Merging Entity or any shares of the Survivor.

4.2 **Old Merging Entity Membership Interests.** As of the Effective Time, all of the membership interests in the Merging Entity issued and outstanding immediately prior thereto (each an "Old Merging Entity Interest") shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled.

4.2 **Survivor's Shares.** As of the Effective Time, all of the shares in the Survivor issued and outstanding immediately prior thereto (each a "Survivor Share") shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as shares of the Survivor. No additional shares shall be issued to the shareholder of the Survivor or to any other person or entity in connection with the Merger.

4.3 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any membership interests of the Merging Entity outstanding prior to the Effective Time, no conversion of such is necessary.

4.4 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Old Merging Entity Interest or any Survivor Share in connection with the Merger.

(b) From and after the Effective Time, no Old Merging Entity Interest shall be deemed issued or outstanding, and the holder thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of the Old Merging Entity Interests will be required; instead, from and after the Effective Time, all Old Merging Entity Interests (but not the Survivor Shares) shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Entity shall be closed and no transfer of Old Merging Entity Interests shall thereafter be made.

ARTICLE 5

5.1 **Rights and Obligations of the Merging Entity.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Survivor without any

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further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entity.

5.2 Survivor Articles of Incorporation. The Articles of Incorporation of the Survivor in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Survivor immediately following the Merger.

5.3 Survivor Bylaws. The Bylaws of the Survivor in effect immediately prior to the Effective Time shall be the Bylaws of the Survivor immediately following the Merger.

5.4 Articles of Organization of the Merging Entity. The Articles of Organization of the Merging Entity, filed with the Florida Department of State on October 5, 2007, shall be deemed terminated as of the Effective Time.

5.5 Merging Entity's Organizational Agreements. All other organizational agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 Amendment. The Merging Entity and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging Entity and the shareholders of the Survivor shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by all of the members of the Merging Entity and all of the shareholders of the Survivor.

6.2 Termination. This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging Entity and the Survivor) upon mutual written consent of the Merging Entity and the Survivor.

6.3 Member and Shareholder Approval. The respective obligations of the Merging Entity and the Survivor to effect the Merger shall be subject to the Merging Entity and the Survivor obtaining the requisite approval of the members of the Merging Entity and the shareholders of the Survivor, respectively, prior to the Effective Time.

6.4 Filing of the Merger Documents. After obtaining such requisite approval by the members of the Merging Entity and the shareholders of the Survivor, the officers and/or directors of the Survivor and the members and/or managers of the Merging Entity are hereby authorized and directed to cause the Merger Documents and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.

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