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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER
OF**

**PHILLIPS & MOORE, P.S.C.
WITH AND INTO**

TSM & MJM INVESTMENTS, INC.

Pursuant to Section 607.1105 of the Florida Business Corporation Act, **PHILLIPS & MOORE, P.S.C.**, a Kentucky professional service corporation, and **TSM & MJM INVESTMENTS, INC.**, a Florida corporation, execute and enter into the following Articles of Merger:

First: **TSM & MJM INVESTMENTS, INC.**, a Florida corporation and the surviving corporation, has only one class of authorized stock, being no par value common. The number of such shares issued and outstanding is one thousand (1,000) shares. All one thousand (1,000) issued and outstanding shares were entitled to vote on the Plan of Merger.

Second: **PHILLIPS & MOORE, P.S.C.**, a Kentucky corporation and the merging corporation, has only one class of authorized stock, being no par value common. The number of such shares issued and outstanding is one thousand (1,000) shares. All one thousand (1,000) issued and outstanding shares were entitled to vote on the Plan of Merger.

Third: The Plan of Merger is attached.


Fourth: The merger shall be deemed effective on the later of (i) the time and date these Articles of Merger are filed with the Florida Secretary of State or (ii) 12:01AM on December 2, 2009.

Fifth: All one thousand (1,000) shares of **TSM & MJM INVESTMENTS, INC.**, the surviving corporation, were voted in favor of approving the Plan of Merger on the 2 day of December, 2009.


Sixth: All one thousand (1,000) shares of **PHILLIPS & MOORE, P.S.C.**, the merging corporation, were voted in favor of approving the Plan of Merger on the 2 day of December, 2009.

Seventh: IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by their duly authorized officers all as of the 2 day of December, 2009.

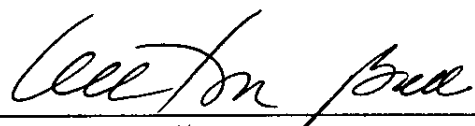
PHILLIPS & MOORE, P.S.C.

BY: 
Tebbs S. Moore, President

TSM & MJM INVESTMENTS, INC.

BY: 
Tebbs S. Moore, President

Prepared by:


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**AGREEMENT and
PLAN OF MERGER
OF**

PHILLIPS & MOORE, P.S.C.

**WITH AND INTO
TSM & MJM INVESTMENTS, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT and PLAN OF MERGER ("Plan of Merger"), dated as of the 2nd day of December, 2009, is adopted and made by and between PHILLIPS & MOORE, P.S.C., a Kentucky professional service corporation ("PHILLIPS & MOORE"), and TSM & MJM INVESTMENTS, INC., a Florida corporation ("INVESTMENTS").

WITNESSETH:

WHEREAS, INVESTMENTS is the surviving corporation organized and existing under the laws of the State of Florida (but treated as a S corporation for federal and state income tax purposes), the authorized capital stock of which consists of one thousand (1,000) shares of no par value common stock ("PHILLIPS & MOORE"), of which one thousand (1,000) shares are issued, outstanding and owned as follows:

Tebbs S. Moore ("Moore"): 1,000 shares

WHEREAS, PHILLIPS & MOORE is the merging professional services corporation organized and existing under the laws of the Commonwealth of Kentucky (but treated as a S corporation for federal and state income tax purposes), the authorized capital stock of which consists of one thousand (1,000) shares of no par value common stock ("PHILLIPS & MOORE Stock"), of which one thousand (1,000) shares are issued, outstanding and owned as follows:

Moore: 1,000 shares

WHEREAS, the respective boards of directors of PHILLIPS & MOORE and INVESTMENTS deem the merger of PHILLIPS & MOORE with and into INVESTMENTS, under and pursuant to the terms and conditions herein set forth, desirable and in the best interests of the respective entities and their respective shareholders, and the respective boards of directors of PHILLIPS & MOORE and

INVESTMENTS have adopted resolutions approving this Plan of Merger, directing that this Plan of Merger be submitted to the respective shareholders of PHILLIPS & MOORE and of INVESTMENTS; and

WHEREAS, PHILLIPS & MOORE and INVESTMENTS intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), to adopt a plan of merger within the meaning of Section 607.1101 of the Florida Business Corporation Act, and to cause the merger of the entities to qualify as a tax-free reorganization under Section 368(a)(1)(F) of the Code;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

MERGER

A. Subject to the terms and conditions of this Plan of Merger, on the Effective Date, PHILLIPS & MOORE shall be merged with and into INVESTMENTS pursuant to the provisions of, and with the effect provided in, the Florida Business Corporation Act (said transaction being hereinafter referred to as the "Merger").

B. On the Effective Date, the separate legal existence of PHILLIPS & MOORE shall cease, and INVESTMENTS shall continue as the surviving entity following the Merger. Following the Merger, all properties, assets, debts, liabilities and obligations of PHILLIPS & MOORE shall become properties, assets, debts, liabilities and obligations of INVESTMENTS.

C. Limited liability is retained by INVESTMENTS as the surviving entity.

ARTICLE II

ARTICLES OF INCORPORATION

The Articles of Incorporation of INVESTMENTS in effect as of the Effective

Date shall be the applicable governing documents of INVESTMENTS until the same may be subsequently amended in accordance with applicable law.

ARTICLE III

GOVERNANCE BY BOARD OF DIRECTORS

On the Effective Date, INVESTMENTS shall continue to be managed and governed by its existing Board of Directors as prescribed in the Articles of Incorporation and the Bylaws of INVESTMENTS.

ARTICLE IV

CAPITAL

The capital of INVESTMENTS issued and outstanding immediately prior to the Effective Date shall, on the Effective Date, will be increased by the issuance by INVESTMENTS its stock to the shareholders of PHILLIPS & MOORE in exchange for his PHILLIPS & MOORE Stock pursuant to the terms of this Plan of Merger.

ARTICLE V

EXCHANGE OF SHARES

- A. On the Effective Date, each share of PHILLIPS & MOORE Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger, be converted into a share of INVESTMENTS.
- B. On the Effective Date, all shares of PHILLIPS & MOORE Stock held in the treasury of PHILLIPS & MOORE shall be cancelled, and no cash, stock, or other property shall be issued or delivered in exchange therefor.
- C. On and after the Effective Date, each holder of a certificate or certificates theretofore representing outstanding shares of PHILLIPS & MOORE Stock (any such certificate being hereinafter referred to as a "Certificate") may surrender same to the corporation or its designated transfer agent for cancellation, and each such holder shall be entitled

upon such surrender to receive in exchange therefor a share in INVESTMENTS representing the number of shares of PHILLIPS & MOORE Stock to which such holder is entitled as provided above. Until so surrendered, each Certificate shall be deemed for all purposes to evidence such ownership of the membership interests in INVESTMENTS as are represented by such Certificates pursuant to the exchange provisions provided above.

D. Upon the Effective Date, the stock transfer books of PHILLIPS & MOORE shall be closed, and no transfer of PHILLIPS & MOORE Stock shall thereafter be made or recognized except as contemplated to exchange such PHILLIPS & MOORE Stock for shares in INVESTMENTS.

F. No exchange under Paragraph A of this Article V shall be made in respect of any PHILLIPS & MOORE Stock as to which the holder has elected to exercise dissenters' rights pursuant to Sections 607.1301 through 607.1333 of the Florida Corporation Act unless and until such time as such shareholder shall have effectively lost such shareholder's dissenters' rights.

G. If any Certificates have been lost, stolen or destroyed, the appropriate shares in INVESTMENTS shall be issued in exchange for such lost, stolen or destroyed shares, upon the making of an affidavit of that fact by the holder thereof, with such indemnification for the lost, stolen or destroyed Certificates as is deemed reasonably acceptable to INVESTMENTS.

ARTICLE VI

EFFECTIVE DATE OF THE MERGER

The Merger shall take place after each of the conditions set forth in this Plan of Merger have been satisfied or waived, which satisfaction or waiver shall be evidenced by the filing of the Articles of Merger with the Florida Secretary of State. The Merger shall be effective on the later of 12:01 a.m. on December 2, 2009 or the date the Articles of Merger are filed with the Florida Secretary of State.

ARTICLE VII

CONDUCT PRIOR TO EFFECTIVE DATE OR TERMINATION

A. During the period from the date of this Plan of Merger and continuing until the earlier of the Effective Date or the termination of this Plan of Merger, PHILLIPS & MOORE and INVESTMENTS agree (except to the extent contemplated by this Plan of Merger or as consented to in writing by the other parties): to carry on its business in the ordinary course in substantially the same manner has heretofore conducted; to pay its debts and taxes and to satisfy its other obligations as they become due in a timely fashion (subject to good faith disputes); to use reasonable best efforts consistent with past practices and policies to preserve intact its business and its relationships with its officers, employees, suppliers, customers, licensors, licensees and other parties integral or material to its business; to preserve the goodwill of its business; to refrain from disposition or distribution of any assets or properties material, individually or in the aggregate, to its business and value; to maintain all its material contracts; and to maintain, without change, its capital structure.

B. INVESTMENTS agrees not to alter or amend its Articles of Incorporation or its bylaws, as in effect as of the date of this Plan of Merger, from the date of this Plan of Merger and continuing until the earlier of the Effective Date or the termination of this Plan of Merger, without the prior written consent of PHILLIPS & MOORE. Likewise, PHILLIPS & MOORE agrees not to alter or amend its Articles of Incorporation or its bylaws, as in effect as of the date of this Plan of Merger, from the date of this Plan of Merger and continuing until the earlier of the Effective Date or the termination of this Plan of Merger, without the prior written consent of INVESTMENTS.

C. PHILLIPS & MOORE and INVESTMENTS agree to promptly notify each other in writing of any event, occurrence or circumstance arising prior to the Effective Date which is inconsistent with this ARTICLE VII (a "Material Adverse Change").

ARTICLE VIII

CONDITIONS TO THE MERGER

The obligations of a party to consummate and effect this Plan of Merger and the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Effective Date of each of the following conditions, any of which may be waived, in writing, by agreement of such of the parties as are not responsible for the nonsatisfaction of such condition(s) hereto:

- A. This Plan of Merger shall have been approved and adopted by the requisite vote of the shareholders of PHILLIPS & MOORE and INVESTMENTS.
- B. No temporary restraining order, preliminary or permanent injunction or other order issued by a court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by an administrative agency or commission or other governmental authority or instrumentality, seeking any of the foregoing be pending; nor shall there be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger, which makes the consummation of the Merger illegal.
- C. The other parties shall have timely obtained any approvals, waivers and consents, if any, from governmental agencies or other third parties necessary for consummation of the Merger.
- D. The representations and warranties of the other parties in this Plan of Merger shall be true in all material respects both when made and on and as of the Effective Date.
- E. There shall not have occurred any Material Adverse Change relative to any other party.

ARTICLE IX

TERMINATION

At any time prior to the Effective Date, this Plan of Merger may be terminated by mutual consent of all parties hereto. In addition, this Plan of Merger may be terminated by any party, unilaterally, if any of the conditions for closing (not within the control of such terminating party) have not occurred by January 1, 2010. In the event of termination, this Plan of Merger shall thereafter become void, and there shall be no obligation or liability on the part of any party, except to the extent that such termination results from the breach by a party hereto of any of its representations, warranties and covenants set forth in this Agreement.

ARTICLE X

TAX TREATMENT

For federal and state income tax purposes, it is intended that the Merger qualify as a reorganization within the meaning of Code Section 368(a)(1)(F), and intend that this Plan of Merger shall constitute a "plan of reorganization" within the meaning of Section 368 of the Code and Treasury Regulations Sections 1.369.2(g) and 1.368(a). Each party will report the Merger on its income tax returns in a manner consistent with treatment of the Merger as a Code Section 368(a)(1)(F) reorganization. No party has taken any action, nor will they take any action, that could reasonably be expected to prevent or impede the Merger from qualifying as a reorganization under Section 368(a)(1)(F) of the Code.

ARTICLE XI

FURTHER ASSURANCES

A. Each party to this Plan of Merger shall use its best efforts to effectuate the transactions contemplated hereby and to fulfill and cause to be fulfilled the conditions to Closing under this Plan of Merger. Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Plan of Merger and the transactions

contemplated hereby.

B. If at any time INVESTMENTS shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in INVESTMENTS title to any property or rights of PHILLIPS & MOORE or to otherwise carry out the provisions hereto, the proper officers and directors of PHILLIPS & MOORE as of the Effective Date and thereafter the proper officers and directors of INVESTMENTS acting on behalf of PHILLIPS & MOORE shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in INVESTMENTS and otherwise carry out the provisions hereof.

ARTICLE XII

MISCELLANEOUS

A. This Plan of Merger may be amended or supplemented at any time by mutual written agreement of all the parties hereto, approved in the same manner as required for approval of this original Plan of Merger.

B. The headings of several articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Plan of Merger.

C. For the convenience of the parties hereto and to facilitate the filing and recording of this Plan of Merger, it may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

D. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely to be performed in such jurisdiction.


E. This Plan of Merger and the documents and other agreements specifically referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior

agreements and understandings, both written and oral, naming the parties with respect to the subject matter hereof.


F. If any provision of this Plan of Merger shall be become or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the Plan of merger will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Plan of Merger with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed in counterparts by their duly authorized officers all as of the day and year first above written.

PHILLIPS & MOORE, P.S.C.

by 
Tebbs S. Moore, President

TSM & MJM INVESTMENTS, INC.

by 
Tebbs S. Moore, President