

Division of Corporations

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P12000043930

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MERGER OR SHARE EXCHANGE ALKIRE ADVISORY, INC.

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This Instrument Prepared By:
David K. Deitrich, Esq.
Dye, Deitrich, Petruff & St. Paul, P.L.
1111 3rd Ave. W., Suite 300
Bradenton, Florida 34205
Phone: (941)748-4411

EFFECTIVE DATE
6/1/12

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

1. The name and jurisdiction of the Surviving Corporation are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
Alkire Advisory, Inc.	Florida	P12000043930

2. The name and jurisdiction of the Merging Corporation are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
Alkire Advisory Group, Inc.	Indiana	1988050184

3. The Plan of Merger is attached.
4. The merger shall become effective on June 1, 2012.
5. The Plan of Merger was adopted by the Shareholders of the Surviving Corporation on May 15, 2012.
6. The Plan of Merger was adopted by the Shareholders of the Merging Corporation on May 15, 2012.

Surviving Corporation:

Alkire Advisory, Inc.,
a Florida corporation

By: Dennis J. Alkire
Dennis J. Alkire, its President

Date: May 15, 2012

Merging Corporation:

Alkire Advisory Group, Inc.,
an Indiana corporation

By: Dennis J. Alkire
Dennis J. Alkire, its President

Date: May 15, 2012

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PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan"), dated this 15th day of May, 2012, by and between **ALKIRE ADVISORY GROUP, INC.**, an Indiana corporation for profit (the "Merging Corporation" or "Non-Surviving Corporation"), and **ALKIRE ADVISORY, INC.**, a Florida corporation for profit (the "Surviving Corporation").

WITNESSETH:

WHEREAS, the Merging Corporation is an Indiana corporation for-profit, duly organized and existing under the Indiana Business Corporation Law, Incorporated on April 4, 1988; and

WHEREAS, the Surviving Corporation is a corporation for-profit, duly organized and existing under the Florida Business Corporation Act, Incorporated on May 9, 2012; and

WHEREAS, the Merging Corporation and the Surviving Corporation (collectively the "Participating Corporations" and individually a "Participating Corporation") have agreed that the Merging Corporation shall merge into the Surviving Corporation upon the terms and in the manner set forth in this Plan and in accordance with applicable laws of Florida and Indiana; and

WHEREAS, the merger contemplated hereby is permitted by the Indiana Business Corporation Law (IC 23-1-40-7) and the Florida Business Corporation Act (Section 607.1107, Florida Statutes); and

WHEREAS, this Plan has been approved and recommended by the Board of Directors of each Participating Corporation to its respective shareholders, and the shareholders of each Participating Corporation have unanimously approved this Plan and the merger contemplated hereby;

NOW, THEREFORE, in consideration of the premises, the Participating Corporations agree as follows:

1. **Recitals.** The recitals contained hereinabove are true and correct and are incorporated herein by reference.
2. **Identification of Participating Corporations.** The names and jurisdictions of the Participating Corporations are as follows:
 - (a) **Merging (Non-Surviving) Corporation.** The name of the Merging Corporation is Alkire Advisory Group, Inc., and it is organized and exists under the laws of Indiana.
 - (b) **Surviving Corporation.** The name of the Surviving Corporation is Alkire Advisory, Inc., and it is organized and exists under the laws of Florida.
3. **Merger.** As of the Effective Date, the Merging Corporation shall be merged into the Surviving Corporation as a single corporation upon the terms and conditions of this Plan, and the Surviving Corporation shall continue its existence under the laws of Florida. As of the Effective Date the Merging Corporation shall cease its separate existence.
4. **Articles and Bylaws.** The Articles of Incorporation and the Bylaws of the Surviving Corporation in effect on the Effective Date shall be the Articles and Bylaws, respectively, of the Surviving Corporation until altered, amended or repealed, as therein provided.
5. **Directors and Officers.** As of the Effective Date, the persons who constitute the board of directors and officers of the Surviving Corporation shall continue in the same offices. The Registered Agent and address of the registered office of the Surviving Corporation shall be as on file with the Secretary of State of the State of Florida for the Surviving Corporation on the Effective Date.

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6. **Conversion of Shares.** The manner and basis of converting the shares of the Participating Corporations into the shares of the Surviving Corporation shall be as follows:

(a) **Surviving Corporation Shares.** Each share of common stock of the Surviving Corporation issued and outstanding on the Effective Date shall continue as one share of common stock of the Surviving Corporation.

(b) **Merging Corporation Shares.** On the Effective Date, each share of common stock of the Merging Corporation issued and outstanding on the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, shall be converted into and exchanged for one share of common stock of the Surviving Corporation.

7. **Approval of Shareholders & Filing of Articles of Merger.** This Plan has been submitted to the shareholders of the Participating Corporations for their consent and approval in accordance with the Indiana Business Corporation Law (with respect to the Merging Corporation) and the Florida Business Corporation Act (with respect to the Surviving Corporation), and this Plan has been consented to and approved in writing without a meeting, as authorized by applicable laws of Indiana and Florida, by the sole shareholder of each Participating Corporation, copies of which consents and approvals, in which all rights to dissent under applicable law have been waived, are attached hereto, with the originals filed with the respective Participating Corporations. As soon as practicable after full execution of this Plan and the original consents and approvals of the shareholders of the Participating Corporations are delivered to the respective Participating Corporations as required by law, then appropriate articles of merger shall be executed and filed with the Indiana Secretary of State pursuant to the Indiana Business Corporation Law, and with the Florida Secretary of State pursuant to the Florida Business Corporation Act.

8. **Effective Date.** The merger shall be effective on June 1, 2012, or as soon thereafter as articles of merger have been filed with the offices of the Florida Secretary of State and the Indiana Secretary of State (the "Effective Date").

9. **Issuance of Certificates.**

(a) On or after the Effective Date, each certificate theretofore representing shares of outstanding common stock of the Merging Corporation shall be held and deemed for all purposes to evidence ownership of the same number of full shares of common stock of the Surviving Corporation.

(b) On or after the Effective Date, each holder of a certificate theretofore representing shares of outstanding common stock of the Merging Corporation shall be entitled, upon surrender of such certificate to the Surviving Corporation, to receive in exchange therefor a certificate representing the number of full shares of common stock of the Surviving Corporation into which said shares shall have been converted as herein provided.

(c) Until so surrendered, each outstanding certificate which, prior to the Effective Date, represented shares of common stock of the Merging Corporation shall be deemed for all purposes, other than the payment of dividends, to evidence only the ownership of the full shares of common stock of the Surviving Corporation into which the same shall have been converted in accordance herewith.

(d) Until outstanding certificates that, before the Effective Date, represented shares of the Merging Corporation shall be surrendered, no dividends payable to holders of record of Merging Corporation stock as of any date subsequent to the Effective Date shall be paid to the holder of the outstanding certificate, but upon surrender of that certificate, there shall be paid to the record holder of the certificate for shares of Surviving Corporation into which those shares shall have been converted the amount of dividends previously payable from the Effective Date with respect to those shares.

(e) All shares of Surviving Corporation stock for and into which shares of Merging Corporation stock shall have been converted in exchange pursuant hereto shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders

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may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of Merging Corporation stock outstanding immediately before the Effective Date shall cease on that date to be shareholders and shall have no rights with respect to the stock except the right to receive shares of Surviving Corporation for and into which those shares of stock in the Merging Corporation shall have been converted by merger.

10. **Compliance with Law.** The Participating Corporations shall each take all appropriate corporate action to comply with the applicable laws of Indiana and Florida in connection with the contemplated merger. Upon the Effective Date, the transfer books of the Merging Corporation shall be closed and no transfer of shares of stock of the Merging Corporation shall be made or consummated thereafter.

11. **Further Instruments.** The Participating Corporations shall at all times execute such other and further documents and instruments as may be reasonably necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights and privileges of the Participating Corporations, and otherwise to carry out the purposes and intent of this Plan.

12. **Representations.** Each Participating Corporation represents and warrants to the other, as follows:

(a) Each Participating Corporation is a for-profit corporation duly organized, validly existing and in good standing of the laws of Indiana (with respect to the Merging Corporation) and Florida (with respect to the Surviving Corporation), and has full corporate power and authority to carry on its business as it is now being conducted, and is not presently being challenged as to its right to do business as presently conducted. The copies of the Articles of Incorporation, as amended to date, and the Bylaws, as amended to date, previously delivered to each Participating Corporation are true, correct and complete copies presently in force and effect. No provision of those instruments, nor any other instrument to which either Participating Corporation is subject, prohibits, limits or otherwise affects the right, power and authority of the Participating Corporation to enter into this Plan or to cause the consummation of the merger.

(b) The authorized capitalization of the Merging Corporation consists of 1,000 shares of common stock, of which 100 shares are presently outstanding, all of which are validly issued, fully paid and non-assessable. There is only one class of shares and all issued and outstanding shares are owned by Dennis J. Alkire. There are no existing options, warrants, convertible securities or similar rights granted by the Merging Corporation or any commitments or agreements of a similar nature to which the Merging Corporation is a party, relating to the authorized or issued stock thereof.

(c) The authorized capitalization of the Surviving Corporation consists of 10,000 shares of common stock, of which 900 shares are presently outstanding, all of which are validly issued, fully paid and non-assessable. There is only one class of shares and all issued and outstanding shares are owned by Dennis J. Alkire. There are no existing options, warrants, convertible securities or similar rights granted by the Surviving Corporation or any commitments or agreements of a similar nature to which the Surviving Corporation is a party, relating to the authorized or issued stock thereof.

(d) Neither Participating Corporation has any subsidiaries.

(e) The execution, delivery and performance of this Plan has been duly and effectively authorized and recommended by the respective boards of directors of the Participating Corporations and has been submitted to the shareholders thereof and approved under Florida law (with respect to the Surviving Corporation) and Indiana law (with respect to the Merging Corporation).

(f) Each Participating Corporation has fully and fairly disclosed to the other its assets and liabilities, and each corporation has had the opportunity to examine the books and records of the other, including lists and descriptions of all property owned, leased or otherwise used, all presently existing contracts and commitments, policies of insurance, employment agreements, names of all authorized depositories and of all persons holding any

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powers of attorney or other authorizations. There are no obligations of either Participating Corporation to pay any brokerage or similar commission in connection with the negotiation and consummation of this Plan or the merger contemplated hereby. Each corporation has further examined all United States tax returns and reports required to be filed, and each corporation represents to the other that it has paid all income, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect to the periods covered by those returns.

13. Conduct of Business. Each corporation warrants and covenants to the other that between the date of execution of this Plan and the Effective Date, no change shall be made in the Articles of Incorporation or Bylaws of either corporation, neither Participating Corporation will make any change in its banking arrangements, grant any power of attorney or otherwise act except in the normal, usual and ordinary course of its business.

14. Entire Agreement. This Plan embodies the entire agreement between the Participating Corporations. There are no agreements, representations or warranties other than those expressly stated herein.

15. Miscellaneous. This Plan is to be construed under the laws of Florida, and shall not be construed more strongly against either party. This Plan is binding upon and the benefits hereof shall inure to the respective successors and assigns of the parties. This Plan may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTICIPATING CORPORATIONS HAVE EXECUTED THIS PLAN AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Merging Corporation

Alkire Advisory Group, Inc.,
An Indiana corporation

By: 

Dennis J. Alkire, its President

Surviving Corporation

Alkire Advisory, Inc.,
a Florida corporation

By: 

Dennis J. Alkire, its President


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**SHAREHOLDER APPROVAL AND CONSENT TO
PLAN OF MERGER**

The Plan of Merger, dated May 15, 2012, between ALKIRE ADVISORY GROUP, INC., an Indiana corporation, and ALKIRE ADVISORY, INC., a Florida corporation, is hereby approved and consented to by the undersigned shareholder of Alkire Advisory, Inc., a Florida corporation (the "Surviving Corporation"). The undersigned shareholder waives all notice of a meeting, waives any and all right to dissent from the proposed merger, and such approval, consent and waiver are provided without a meeting as authorized by, and is in accordance with, the Florida Business Corporation Act. The undersigned represents further that the Surviving Corporation has only one class of stock and that he is the sole shareholder of Alkire Advisory, Inc., a Florida corporation.

DATED this 15th day of May, 2012.



Dennis J. Alkire, sole shareholder of the
Surviving Corporation

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