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TALLAHASSEE, FLORIDA

DOOR  
12/31/12

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Walk Law Firm, PA

Name of Surviving Party

Please return all correspondence concerning this matter to:

Rochelle Friedman Walk, Esq

Contact Person

Walk Law Firm, PA

Firm/Company

102 W. Whiting Street, Suite 301

Address

Tampa, FL 33602

City, State and Zip Code

rochelle@walklawfirm.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Rochelle Friedman Walk

Name of Contact Person

at ( 813 ) 999-0199

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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TALLAHASSEE, FLORIDA

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Walk Law Firm, PA	Florida	Professional Association
Corporate Governance Solutions, PLLC	Florida	Professional Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Walk Law Firm, PA	Florida	Professional Association

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:  
December 31, 2012

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Walk Law Firm, PA		Rochelle Friedman Walk, President
Corporate Governance Solutions, PLLC		Rochelle Friedman Walk, Managing Member

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## Agreement and Plan of Merger

This AGREEMENT AND PLAN OF MERGER (hereinafter called the "Agreement"), dated this 18<sup>th</sup> day of December, 2012, is entered into by and between CORPORATE GOVERNANCE SOLUTIONS, PLLC (hereinafter "CGS"), a Florida Professional Limited Liability Company, with its principle place of business located at 371 Channelside Walk Way, Tampa, FL 33602; and Walk Law Firm, P.A. (hereinafter "Walk Law Firm"), a Florida Professional Association, with its principle place of business located at 102 West Whiting Street, Suite 301, Tampa, FL 33602, said entities being hereinafter sometimes collectively referred to as the Constituent Professional Entities.

Witnesseth:

WHEREAS, CGS is a Professional Limited Liability Company duly organized and existing under the laws of the State of Florida, and Rochelle Friedman Walk is the sole managing member of CGS.

WHEREAS, Walk Law Firm is a Professional Association duly organized and existing under the laws of the State of Florida, and Rochelle Friedman Walk is the sole shareholder and sole director of Walk Law Firm.

WHEREAS, Rochelle Friedman Walk, acting as the sole managing member of CGS, and the sole shareholder and sole director of Walk Law Firm, deems it advisable and for the best interest of the Constituent Professional Entities and their respective shareholders and members that CGS merge with and into Walk Law Firm upon the terms and subject to the conditions set forth in this Agreement.

WHEREAS, for United States federal income tax purposes, the parties hereto intend said merger to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and this Agreement is hereby adopted as a plan of reorganization for the purposes of Section 368(a) of the Internal Revenue Code.

WHEREAS, the Constituent Professional Entities have approved this Agreement, by execution of written consents in accordance with Sections 607 and 608 of the Florida Business Corporations Act.

NOW, THEREFORE, to effect the merger and in consideration of the premises and the mutual covenants and agreements contained herein, and in accordance with the applicable provisions of the laws of the State of Florida, the parties hereby agree that the Constituent Professional Entities shall be merged into Walk Law Firm, P.A., a Florida Professional Association, (hereinafter "Surviving Entity") and the terms and conditions of the merger are and shall be as hereinafter set forth.

1.     Effective Date of Merger

The merger provided for herein shall be deemed to have become effective on the date (hereinafter call the "Effective Date") on which the Certificate of Merger, with this Agreement attached, shall be filed in the office of the Secretary of State of Florida.

2.     Merger of CGS into Walk Law Firm

Upon the Effective Date of the merger, the separate corporate existence of CGS shall cease and thereupon CGS shall be merged with and into Walk Law Firm, which shall be the Surviving Entity. The corporate existence of Walk Law Firm, with all of its powers, purposes, and objects, shall continue unaffected and unimpaired by the merger, and shall continue to be governed by the laws of the State of Florida.

3.     Articles and Bylaws of Surviving Entity

The merger shall effect no changes in the Articles of Incorporation of Walk Law Firm and any amendments thereto, and said articles and any amendments thereto in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Entity and shall remain in effect after the Effective Date until the same shall be further amended or altered in accordance with the provisions thereof or as provided by law.

The bylaws of Walk Law Firm and any amendments thereto in effect on the Effective Date of the merger shall be the Bylaws of the Surviving Entity until the same shall be altered or amended in accordance with the provisions thereof or as provided by law.

4.     Directors and Officers of Surviving Entity

The persons who are directors and officers of Walk Law Firm immediately prior to the Effective Date shall be the directors and officers of the Surviving Entity, without change until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and the Bylaws of the Surviving Entity.

5. Assets, Liabilities, Reserves, Accounts, Etc.

Upon the Effective Date of the merger, the assets, liabilities, reserves, and accounts of the Constituent Professional Entities shall be taken upon the books of the Surviving Entity at the amounts at which they, respectively, shall then be carried on the books of the individual entity, either CGS or Walk Law Firm, subject to such adjustments, or eliminations of intercompany items, if any, as may be appropriate in giving effect to the merger.

6. Entire Agreement

This Agreement supersedes all prior agreements, written or oral, between CGS and Walk Law Firm as of the date of execution hereof. This Agreement shall constitute the entire agreement between the parties.

The parties hereto, by mutual consent through their authorized agents, may amend, modify, or supplement this Agreement prior to the Effective Date.

7. Severability

In the event that, for any reason, any provision of this Agreement is construed to be invalid, the invalidity of such provision is not to be construed or held to impair or invalidate any other provision of this Agreement.

8. Descriptive Headings

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of laws of another jurisdiction will be required thereby.

[SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, CGS and Walk Law Firm have caused this Agreement to be executed and delivered as of December 31, 2012.

**Corporate Governance Solutions, PLLC**

By: 

Name: Rochelle Friedman Walk

Title: Managing Member

**Walk Law Firm, P.A.**

By: 

Name: Rochelle Friedman Walk

Title: President