

9/11/2014 11:37:56 From: To: 8506176380

Division of Corporations

(1/11)

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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

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14 SEP 11 PM 9:38
TALLAHASSEE, FLORIDA

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14 SEP 11 AM 12:32

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
W P MOORE, INC.**

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 0 |
| Page Count | 11 |
| Estimated Charge | \$70.00 |

merger
@ 9.12.14

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Corporate Filing Menu

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: W P Moore, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Julie Doody

Contact Person

Husch Blackwell LLP

Firm/Company

4801 Main Street, Suite 1000

Address

Kansas City, Missouri 64112

City, State and Zip Code

Julie.Doody@HuschBlackwell.com

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

For further information concerning this matter, please call:

Julie Doody

Name of Contact Person

at 816 329-4740

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

FILED
SECRETARY OF STATE
14 SEP 11 AM 9:38

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

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, 617.0302 or 605.1025, 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> |
|-------------|---------------------|---------------------------|
| CIP, LLC | Kansas | 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> |
|-----------------|---------------------|-------------------------|
| W P Moore, Inc. | Florida | Corporation |

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, 605, 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 no more than 90 days after the date this document is filed by the Florida Department of State:

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:



N/A

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: |
|------------------------------|---|---|
| CIP, LLC |  | William P. Moore |
| W P Moore, Inc. |  | William P. Moore |
| | | |
| | | |

| | |
|-----------------------------------|---|
| Corporations: | Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.) |
| 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

PLAN OF MERGER

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> |
|-------------|---------------------|---------------------------|
| CIP, LLC | Kansas | 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> |
|-----------------|---------------------|-------------------------|
| W P Moore, Inc. | Florida | Corporation |

THIRD: The terms and conditions of the merger are as follows:

****Please see attached Exhibit A****

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

****Please see attached Exhibit A****

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

****Please see attached Exhibit A****

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

N/A

(Attach additional sheet if necessary)

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 5th day of SEPTEMBER, 2014, by and between CIP, LLC, a Kansas liability company ("CIP"), and W P Moore, Inc., a Florida corporation ("W P Moore").

WHEREAS, the parties deem it desirable that, upon the terms and subject to the conditions hereof, CIP merge with and into W P Moore, with W P Moore as the surviving entity of such merger (the "Merger").

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIP and W P Moore agree as follows:

1. Merger. Upon the filing of the documents required by applicable law to be filed with the Secretary of State of the State of Florida (the "Effective Time"), CIP shall be merged with and into W P Moore, with W P Moore as the surviving entity of the Merger.
2. Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the constituent entities, each membership interest in CIP immediately before the Effective Time shall be cancelled as of the Effective Time, and no payment or distribution shall be made with respect thereto.
3. Submission to Members and Directors and Shareholders; Filing. This Agreement shall be submitted to the members of CIP and the Directors and Shareholders of W P Moore. If this Agreement is duly adopted and is not terminated as permitted by Section 6 hereto, the parties shall execute and cause to be filed such documents as are required by law to cause the Merger to become effective in the manner prescribed by the laws of the State of Kansas and the State of Florida.
4. Articles of Incorporation. The Articles of Incorporation of W P Moore as in effect upon the Merger shall remain the Articles of Incorporation of W P Moore, the surviving entity, without amendment thereto.
5. Assets, Liabilities, and Rights. At the Effective Time, and in accordance with applicable law, all of the assets, liabilities, rights, privileges, immunities, and franchises of CIP and W P Moore and all property (real, personal, and mixed) of, and debts due to CIP and W P Moore, shall, for all purposes and in all respects, be and constitute the assets, liabilities, rights, privileges, immunities, franchises, property, and debts due to W P Moore as the surviving corporation of the Merger.
6. Amendment and Termination. To the extent permitted by applicable law at any time prior to the Effective Time, this Agreement may be (a) amended by an agreement in writing between CIP and W P Moore, or (b) terminated by the members of CIP or the Directors and Shareholders of W P Moore.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CIP, LLC,
a Kansas limited liability company

By: 

William P. Moore, Trustee of the
William P. Moore Revocable Trust
dated 10/9/01, Member

W P Moore, Inc., a Florida corporation

By: 

William P. Moore, President