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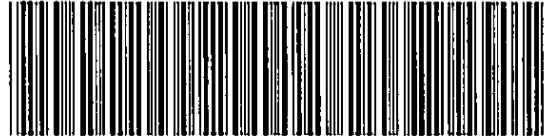
(Business Entity Name)

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AUG 31 2018  
C.A.

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Kurzban Kurzban Tetzeli & Pratt, P.A.

\_\_\_\_\_  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Joseph Yofofsky

\_\_\_\_\_  
Contact Person

Yofofsky Law, P.A.

\_\_\_\_\_  
Firm/Company

100 SE 3rd Ave, Suite 1000

\_\_\_\_\_  
Address

Fort Lauderdale, FL 33394

\_\_\_\_\_  
City/State and Zip Code

ajy@yofofskylaw.com

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

For further information concerning this matter, please call:

Joseph Yofofsky

\_\_\_\_\_  
Name of Contact Person

At ( 305 ) 702.8250

\_\_\_\_\_  
Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

2018 AUG 23 PM 2:18

# ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Kurzban Kurzban Tetzeli & Pratt, P.A.	Florida	P18000068990

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Kurzban Kurzban & Weinger, P.A.	Florida	554344

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on August 24, 2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on August 24, 2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

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CORPORATE SERVICES  
DIVISION

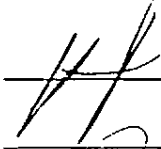
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

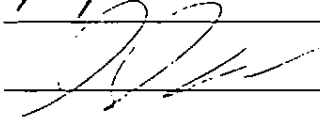
Typed or Printed Name of Individual & Title

Kurzban Kurzban Tetzeli & Prat



Jed Kurzban, President

Kurzban Kurzban & Weinger, P



Ira Kurzban, Secretary

## AGREEMENT AND PLAN OF MERGER

between

**KURZBAN KURZBAN TETZELI &  
PRATT, P.A.**

a Florida professional corporation  
(the "SURVIVING  
CORPORATION"),

&

**KURZBAN KURZBAN & WEINGER,  
P.A.,**

a Florida professional corporation  
(the "MERGING CORPORATION")

This Agreement and Plan of Merger is entered into as of August 24, 2018, by and between KURZBAN KURZBAN & WEINGER, P.A., a Florida professional corporation (the "Merging Corporation"), and KURZBAN KURZBAN TETZELI & PRATT, P.A., a Florida professional corporation (the "Surviving Corporation.") The two corporations are sometimes called in this Agreement and Plan of Merger as the "Parties."

### RECITALS

WHEREAS, Merging Corporation is a Florida professional corporation that has operated since 1977;

WHEREAS, Surviving Corporation is a Florida professional corporation created for the purpose of practicing law in all jurisdictions in which its professionals are admitted to practice under Chapters 607 and 621, Florida Statutes;

WHEREAS, the Parties desire that Merging Corporation be merged into Surviving Corporation as more fully described in this Plan;

WHEREAS, the Boards of Directors of the Parties find it advisable and in the best interests of their respective corporations that Merging Corporation merge with and into Surviving Corporation in accordance with the provisions of Florida law for the purpose of continuing to provide legal services to clients in Florida, across the United States, and for foreign nationals seeking justice in the United States;

WHEREAS, the Parties desire and intend to complete a statutory reorganization in accordance Section 368(a)(1)(A) of the Internal Revenue Code in order to achieve the stated purposes of this undertaking between them;

WHEREAS, the merger shall be consummated pursuant to and in accordance with the terms of this Agreement and Plan;

NOW, THEREFORE, pursuant to the mutual covenants set forth in this Agreement and the exchange of consideration the receipt of which is acknowledged as sufficient, the Parties agree each with the other, to merge into a single professional corporation organized under the laws of the State of Florida that shall be known as

KURZBAN KURZBAN TETZELI & PRATT, P.A., pursuant to the laws of the State of Florida and agree upon and prescribe the terms and conditions of the merger as follows.

**1. Parties to the Merger.**

- 1.1. Merging Corporation.** The merging corporation is KURZBAN KURZBAN & WEINGER, P.A., a Florida professional corporation, which is organized under Chapters 607 and 621, Florida Statutes.
- 1.2. Surviving Corporation.** The Surviving Corporation is KURZBAN KURZBAN TETZELI & PRATT, P.A., a Florida professional corporation, which is organized under Chapters 607 and 621, Florida Statutes.

**2. Terms and Conditions of the Merger.**

- 2.1. Effective Date.** The Effective Date of the Merger is the date on which this Agreement and Plan of Merger is approved by the respective shareholders of each Party and the Articles of Merger are filed in the office of the Secretary of State of Florida.
- 2.2. Transitions Upon Merger. Survivor.** On the Effective Date of the Merger, the following shall immediately and automatically occur:
- 2.2.1. Corporate Existence.** Merging Corporation will merge with and into Surviving Corporation and the separate existence of Merging Corporation will cease. The Parties shall become a single professional corporation named " KURZBAN KURZBAN TETZELI & PRATT, P.A."
- 2.2.2. Directors.** The Directors who comprise the Board of Directors of the Merging Corporation shall automatically become the Directors who comprise the Board of Directors of the Surviving Corporation, vested with all of the rights, privileges, entitlements, duties and authorities that the Board of Directors of the Merging Corporation possess.
- 2.2.3. Officers.** The Officers of the Merging Corporation shall automatically become the Officers of the Surviving Corporation, vested with all of the rights, privileges, entitlements, duties and authorities that Officers of the Merging Corporation possess. Such officers of the Surviving Corporation shall hold office from that date until their successors have been chosen, elected, or appointed according to law and the Charter and Bylaws of the Surviving Corporation.
- 2.2.4. Surviving Corporation.**
- 2.2.4.1.** The Surviving Corporation shall: (i) possess all of the rights, privileges, powers, and franchises of a public nature of a Florida professional corporation; and (ii) become subject to all of the restrictions,

disabilities and duties of each of the Parties and to all of the singular rights, privileges, powers and franchises of each of those corporations; and become vested with all property, real, personal and mixed, all debts due to each of the Parties on whatever account, and all other things in action or belonging to each of those corporations.

**2.2.4.2.** All property, assets, rights, privileges, powers, franchises, and immunities, and all other interests shall be thereafter the property of the Surviving Corporation as they were of the respective Parties, and shall not revert or be in any way impaired by reason of the Merger, provided, however, that all rights of creditors and all liens upon any property of either of the Parties shall be preserved unimpaired and all debts, liabilities, obligations, and duties of the respective Parties shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if those debts, liabilities, obligations and duties had been incurred or contracted by it.

**2.2.5. Assets and Liabilities.** The assets and liabilities of the Parties shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively are carried on the books of the respective Parties immediately prior to the Effective Date of the Merger.

**2.3. Cooperation of the Parties.** Periodically or if requested by Surviving Corporation, its successors or assigns, Merging Corporation will execute and deliver or cause to be executed and delivered all such deeds or other instruments and shall take or cause to be taken all such further or other actions as the Surviving Corporation or its successors or assigns may deem necessary or desirable to carry out the intent and purpose of this Agreement and Plan of Merger. If Surviving Corporation decides that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect, or confirm of record or otherwise title to any property or to enforce any claims of Merging Corporation acquired by the Surviving Corporation under this Agreement and Plan of Merger, then the proper officers of the Surviving Corporation at the time are specifically authorized as attorneys in fact of Merging Corporation (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts in the name and on behalf of Merging Corporation or otherwise as those officers shall deem necessary or appropriate.

**2.4. Conversion of Shares.** On the Effective Date, each of the shares in Merging Corporation of Jed Kurzban, Ira Kurzban, Helena Tetzeli, and John Pratt that are issued shall be converted into equal shares of Surviving Corporation in accordance with this Plan.

2.4.1. Outstanding shares of Merging Corporation that are not issued will be absorbed back into Merging Corporation.

2.4.2. Holders of Merging Corporation's shares, who are not specifically identified in this Agreement and Plan of Merger may be entitled to receive compensation for those shares under Florida's appraisal statute, Section 607.1301 – 607.1333, Florida Statutes.

2.4.3. A Notice to Shareholders of their possible appraisal rights will be delivered to them on August 13, 2018 under the procedure identified in Chapter 607, Florida Statutes.

2.5. **Termination of Lease with KTP Realty, LLC.** Merging Corporation had obtained a lease for commercial office space prior to the institution of this Merger. Due to the pendency of the Merger, Surviving Corporation obtained a termination of lease from KTP Realty, LLC.

3. **Effect of Merger.** On the Effective Date, the separate existence of Merging Corporation shall cease and Surviving Corporation will be fully vested in Merging Corporation's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, as more fully described in Section 607.1106, Florida Statutes.

3.1. **Closing.** The closing of the Merger will occur on August 24, 2018 at 4:00 p.m. at 2650 NW 27<sup>th</sup> Ave. Miami, Florida 33133. The closing will be consummated by the execution of the Articles of Merger in accordance with Chapter 607, Florida Statutes. The executed Articles of Merger shall be delivered for filing to the Florida Department of State as promptly as possible. The Articles of Merger shall specify the effective date and time of the Merger.

3.2. No member shall receive or be paid cash or other remuneration in connection with the transfer of its membership from the Merging Corporation to the Surviving Corporation, unless otherwise described in this Agreement and plan of Merger. All members will carry forward their obligations from the Merging Corporation to the Surviving Corporation.

4. **Amendments to the Charter or Bylaws of the Surviving Corporation to be Effected by the Merger.**

4.1. **Charter.** The Charter of Surviving Corporation shall continue to be the Charter of the Surviving Corporation until amended in accordance with the laws of the State of Florida. The Charter may be certified separately from this Agreement and Plan of Merger as the Charter of the Surviving Corporation.

4.2. **Bylaws.** The Bylaws of Merging Corporation in effect immediately prior to the Effective Date of the Merger shall automatically become the Bylaws of the



Surviving Corporation until altered or repealed in a manner provided by those Bylaws, the Charter, and the laws of the State of Florida.

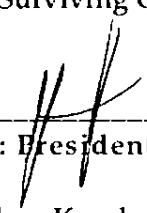
**5. Other Provisions Relating to the Merger.**

- 5.1. Expenses of Merger.** The Surviving Corporation shall pay all expenses of accomplishing the Merger.
- 5.2. Approval by Board of Directors and Members.** This Agreement and Plan of Merger has been approved and adopted by the Board of Directors and by the Members of each of the Parties, in accordance with the requirements of the applicable provisions of the laws of the State of Florida. This Agreement and Plan of Merger shall be properly filed in accordance with Section 607.1109, Florida Statutes by the appropriate officers of the Parties. The officers of each of the Parties shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement and Plan of Merger effective.
- 5.3. Supplemental Action.** If at any time after the Effective Date Surviving Corporation determines that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corporation or Merging Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corporation, all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record the title thereto in Surviving Corporation, or to otherwise carry out the provisions of this Plan.
- 5.4. Amendments to This Agreement and Plan of Merger.** This Agreement and Plan of Merger may be amended at any time prior to, but not after the filing date of this Agreement and Plan of Merger and Articles of Merger, whether before or after the meetings of the members of either or both of the Parties approving and adopting this Agreement and Plan of Merger, as may be decided by the Boards of Directors of the Parties to be necessary, advisable or expedient to clarify the intentions of the parties, to change the Effective Date of the Merger, or to modify the provisions with respect to the filing recording of this Agreement and Plan of Merger and Articles of Merger to facilitate such filing or recording and the consummation of the Merger. The respective Boards of Directors of the Parties are hereby authorized to amend this Agreement and Plan of Merger as provided in this Section 5.4.
- 5.5. Termination of Agreement and Plan of Merger.** Anything in this Agreement and Plan of Merger or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before the Effective Date of the Merger by mutual consent of the Parties, expressed by appropriate resolutions of their respective Boards of Directors.

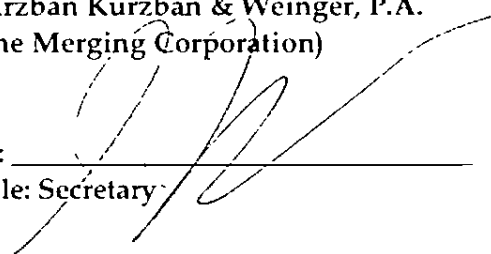
5.6. **Waiver.** Any of the terms and conditions of this Agreement and Plan of Merger may be waived at any time by either Party, or its shareholders who are entitled to the benefit of the action taken by the Board of Directors. A waiver under this paragraph must be in writing and delivered to the Secretary of each of the Parties to this Agreement and Plan of Merger.

**IN WITNESS WHEREOF**, this Agreement and Plan of Merger has been executed by the duly authorized officers of Surviving Corporation and Merging Corporation as of the day and year first above written.

**Kurzban Kurzban Tetzeli & Pratt, P.A.**  
(The Surviving Corporation)

By:  \_\_\_\_\_  
Title: President

**Kurzban Kurzban & Weinger, P.A.**  
(The Merging Corporation)

By:  \_\_\_\_\_  
Title: Secretary