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Merger
C. Coulliette JUN 15 2005

FILED
05 JUN 15 PM 3:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 429287 169624B

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : June 15, 2005

ORDER TIME : 11:0 AM

ORDER NO. : 429287-005

CUSTOMER NO: 169624B

CUSTOMER: Ms. Ruth Faddish
Buckingham, Doolittle &
Suite 480
2500 N. Military Trail
Boca Raton, FL 33431

ARTICLES OF MERGER

I. JEFFREY PHETERSON, P.A.

INTO

BUCKINGHAM, DOOLITTLE &
BURROUGHS, A FLORIDA LEGAL
PROFESSIONAL ASSOCIATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight EX 2956

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

OF
I. JEFFREY PHETERSON, P.A.

INTO

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Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, **Buckingham, Doolittle & Burroughs, A Florida Legal Professional Association** (the "Surviving Company"), and **I. Jeffrey Pheterson, P.A.** (the "Disappearing Company"), **I. Jeffrey Pheterson** (the "LP Shareholder"), adopt the following Articles of Merger for the purpose of merging the Disappearing Company into the Surviving Company:

1. Plan of Merger. The Agreement and Plan of Merger by and among the Disappearing Company and the Disappearing Company's sole shareholder setting forth the terms and conditions of the merger of **I. Jeffrey Pheterson, P.A.** into **Buckingham, Doolittle & Burroughs, A Florida Legal Professional Association** was executed as of June 14, 2005 and is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Adoption of Plan.

(a) The sole Shareholder of the Disappearing Company adopted the Plan of Merger on June 14, 2005, by Joint Written Consent of the Directors and the Sole Shareholder in Lieu of Meeting.

(b) The Shareholders of the Surviving Company adopted the Plan of Merger as of June 14, 2004, by Joint Written Consent of the Directors and the Shareholders in Lieu of Meeting.

3. Effective Date. The Plan of Merger shall be effective on the filing of these Articles with the Florida Department of State.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be signed as of June 14, 2005.

SURVIVING COMPANY:

**Buckingham, Doolittle & Burroughs,
A Florida Legal Professional Association,
a Florida Corporation**

By: Mary Sue Doolittle

Its: Pres.

Attest: Rana M. Jorjick
Secretary (Seal)

DISAPPEARING COMPANY:

**I. Jeffrey Pheterson, P.A.,
a Florida corporation**

By: I. Jeffrey Pheterson

Its: Pres.

Attest: [Signature]
Secretary (Seal)

IJP SHAREHOLDER:

I. Jeffrey Pheterson
I. Jeffrey Pheterson

EXHIBIT A

PLAN OF MERGER
OF I. JEFFREY PHETERSON P.A.
INTO BUCKINGHAM, DOOLITTLE & BURROUGHS, A FLORIDA LEGAL
PROFESSIONAL ASSOCIATION

This Plan and Agreement of Merger (hereinafter referred to as this "Agreement") is entered into as of June 14, 2005, by Buckingham, Doolittle & Burroughs, A Florida Legal Professional Association, incorporated under the laws of Florida (hereinafter sometimes referred to as "BDB Florida" or the "Surviving Corporation") and I. Jeffrey Pheterson, P.A., a Florida professional association, incorporated under the laws of Florida (hereinafter sometimes referred to as "IJP" or the "Disappearing Corporation"). BDB Florida and IJP are hereinafter sometimes collectively referred to as the "Constituent Corporations".

RECITALS

WHEREAS, the Surviving Corporation, the Disappearing Corporation, I. Jeffrey Pheterson, as the sole shareholder of the Disappearing Corporation, and Buckingham, Doolittle & Burroughs, an Ohio limited liability partnership, have on or about June 14, 2005 entered that certain Agreement to Merge the I. Jeffrey Pheterson Professional Association into Buckingham, Doolittle & Burroughs, a Florida legal professional association (hereinafter referred to as the "Master Agreement"); and

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable that the Disappearing Corporation be merged into the Surviving Corporation, under the laws of the State of Florida in the manner provided therefor pursuant to Section 607.1101 of the Florida Statutes, and Section 368(a)(1)(A) of the Internal Revenue Code of 1986 as amended; and

WHEREAS, the Shareholders of the Constituent Corporations have approved the merger of the Disappearing Corporation into the Surviving Corporation;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Constituent Corporations have agreed, and do hereby agree, to merge upon the terms and conditions hereinafter provided:

ARTICLE I
PLAN ADOPTED

The Plan of Merger of I. Jeffrey Pheterson P.A. and Buckingham, Doolittle & Burroughs, a Florida Legal Professional Association, pursuant to, Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code of 1986 as amended, as adopted by the Constituent Corporations is hereinafter set forth.

ARTICLE II
SURVIVING CORPORATION

The Disappearing Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall continue to exist under and be governed by the laws of the State of Florida. As a consequence, the separate existence of the Disappearing Corporation shall upon the merger, cease.

ARTICLE III
MODE OF EFFECTING MERGER

Upon the Effective Date (as defined herein) of the merger, I. Jeffrey Pheterson, the sole shareholder of the Disappearing Corporation shall surrender to the Surviving Corporation all of his 300 shares of no par common stock in the Disappearing Corporation (constituting all of the authorized issued and outstanding shares of the Disappearing Corporation) and shall receive in substitution therefor one (1) share of Class A voting and Fifty-four (54) shares of Class B non-voting common stock in the Surviving Corporation. The outstanding Class A and Class B common shares of the Surviving Corporation, prior to the merger, shall continue to remain outstanding after such merger.

ARTICLE IV
TRANSFER OF ASSETS AND LIABILITIES

A. Subject to the provisions of the Master Agreement: the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises, both of a public and private nature, and except as otherwise described herein, shall be subject to all liabilities, restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all properties and all debts due to either of the said Constituent Corporations on whatever account shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert, or be in any way impaired by reason of the Merger; provided, however, that all rights of the creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien however to the specific property encumbered by such liens at the day immediately prior to the Effective Date of the merger, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

B. From time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, the Disappearing Corporation shall execute and deliver such deeds and other instruments and will take, or cause to be taken, such further or other action as shall be

necessary in order to vest or perfect in or to confirm of record or otherwise to the Surviving Corporation title to, and possession of, all property, interest, assets, rights, privileges, immunities, powers, franchises and authorities of the Disappearing Corporation, and otherwise to carry out the purposes hereof.

ARTICLE V
EFFECTIVE DATE OF MERGER

The parties hereto intend that the merger shall become effective on June 13, 2005 ("Effective Date") or on the earliest date thereafter upon filing of proper documents with the Office of the Secretary of State of Florida.

ARTICLE VI
ARTICLES OF INCORPORATION

This Agreement does not conflict with or make any changes in either the Amended Articles of Incorporation or the Bylaws of the Surviving Corporation.

ARTICLE VII
BOARD OF DIRECTORS

Upon the Effective Date of the Merger, the Board of Directors of the Surviving Corporation shall be comprised of the following individuals:

Mary Sue Donohue
Rana M. Gorzeck

Michael D. Mopsick
Robert E. Pershes

ARTICLE VIII
PLAN OF REORGANIZATION

The within Plan and Agreement of Merger shall constitute a plan of reorganization of the Constituent Corporations within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE IX
TERMINATION

At any time prior to the filing of the Certificate of Merger, the merger may be abandoned by the mutual agreement of the Directors of the Surviving Corporation and the Officers of the Disappearing Corporation. The Directors of the Surviving Corporation and the Officers of the Disappearing Corporation are also authorized to amend the Agreement at any time prior to the filing of the Certificate of Merger by mutual agreement, except that, after the adoption of the Agreement by the Shareholders of the Constituent Corporations, the Directors of the Surviving

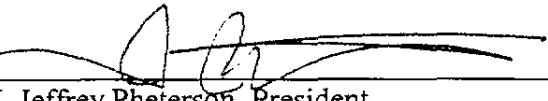
Corporation and the Officers of the Disappearing Corporation shall not be authorized to amend the Agreement to do any of the following:

1. Alter or change the amount or kind of shares, evidence of indebtedness, other securities, cash, rights, or any other property to be received by the Shareholders of the Disappearing Corporation in substitution for their shares;
2. Alter or change any term of the articles of the Surviving Corporation, except for alterations or changes that could otherwise be adopted by the Directors of the Surviving Corporation;
3. Alter or change any other terms and conditions of the Agreement if any of the alterations or changes, alone or in the aggregate, would materially adversely affect the holders of any class or series of shares of the Constituent Corporations.

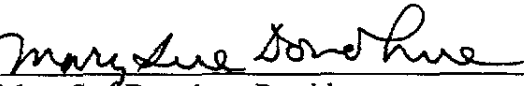
The Constituent Corporations have caused this Plan and Agreement of Merger to be executed by their Officers thereunto duly authorized as of the date first above written.

DISAPPEARING CORPORATION:

I. JEFFREY PHETERSON,
PROFESSIONAL ASSOCIATION

By: 
I. Jeffrey Pheterson, President
"Disappearing Corporation"

SURVIVING CORPORATION:
Buckingham, Doolittle & Burroughs, A Florida
Legal Professional Association

By: 
Mary Sue Donohue, President

By: 
Rana M. Gorzeck, Secretary