

P96000091317

ARTICLES OF MERGER
Merger Sheet

MERGING:

DKBERT PARTNER 2, INC., a Florida corporation, P96000091317

INTO

DKBERT ARIZONA 2, INC.. an Arizona corporation not qualified in Florida

File date: April 24, 1997

Corporate Specialist: Joy Moon-French

P96000091317

Eckert Seamans

Requestor's Name

200 W. College Ave.

Address

Tallahassee FL 32301

City/State/Zip

Phone #

222-2515

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****245.00 ****122.50

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. ~~DK Bert Partner 1~~

(Corporation Name)

(Document #)

2. ~~DK Bert Partner 2~~

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

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☒ Pick up time

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☒ Certified Copy

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☐ Photocopy

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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

Claire Menard
(305)
347-3855

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

4/25
[Signature]
CC

Examiner's Initials

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Florida

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

DKBERT PARTNER 2, INC. (a Florida corporation)

INTO

DKBERT ARIZONA 2, INC. (an Arizona corporation)

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and foreign corporation herein named do hereby adopt the following Articles of Merger:

FIRST: Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging DKBERT PARTNER 2, INC., a Florida corporation ("DKBERT-FL") with and into DKBERT ARIZONA 2, INC., an Arizona corporation ("DKBERT-AZ"), as approved and adopted by the Board of Directors of DKBERT-FL on April 23, 1997, and as approved and adopted by the Board of Directors of DKBERT-AZ on April 23, 1997.

SECOND: The merger of DKBERT-FL with and into DKBERT-AZ is permitted by the laws of the jurisdiction of organization of DKBERT-AZ and is in compliance with said laws.

THIRD: The merger was approved by the shareholders of DKBERT-AZ, the surviving corporation, on April 23, 1997. The number of votes cast for the merger was sufficient for approval.

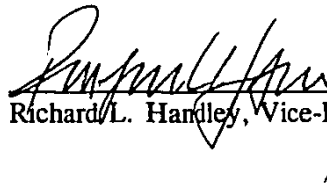
FOURTH: The merger was approved by the shareholders of DKBERT-FL, the nonsurviving corporation, on April 23, 1997. The number of votes cast for the merger was sufficient for approval.

FIFTH: The effective date of the merger herein certified shall be the date of filing of these Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, said corporations to this merger have caused these Articles of Merger to be signed this 23rd day of April, 1997.

DKBERT PARTNER 2, INC., a Florida corporation

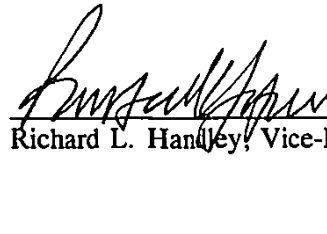
By:



Richard L. Handley, Vice-President

DKBERT ARIZONA 2, INC., an Arizona corporation

By:



Richard L. Handley, Vice-President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of April 23, 1997, by and among DKBERT PARTNER 2, INC., a Florida corporation ("DKBERT Florida"), and DKBERT ARIZONA 2, INC., an Arizona corporation ("DKBERT Arizona"), with such parties sometimes collectively referred to as the "Constituent Entities," and DKBERT Arizona sometimes referred to as the "Survivor".

WITNESSETH

WHEREAS, DKBERT Florida is a corporation organized and existing under the laws of the State of Florida; and

WHEREAS, DKBERT Arizona is a corporation organized and existing under the laws of the State of Arizona; and

WHEREAS, all of the directors of DKBERT Florida and DKBERT Arizona (collectively, the "Directors"), have approved this Agreement and Plan of Merger (this "Agreement"); and

WHEREAS, all of the shareholders of DKBERT Florida and DKBERT Arizona (collectively, the "Shareholders") have adopted this Agreement in accordance with the applicable provisions of the Arizona Business Corporation Act of 1996, as amended, and in accordance with the applicable provisions of the Florida Business Corporation Act of 1990, as amended, which permit such a merger.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. MERGER

DKBERT Florida shall upon and subject to the terms and conditions set forth in this Agreement be merged with and into DKBERT Arizona (the "Merger"), and DKBERT Arizona shall be the Survivor of said Merger and shall continue to do business as, and under the name of, "DKBERT Arizona 2, Inc.," a corporation organized under the laws of the State of Arizona. Except as continued by operation of law, the separate corporate existence of DKBERT Florida shall cease from and after the "Effective Date," as such term is defined below.

2. EFFECTIVE DATE

The Merger provided for in this Agreement shall become effective on the date of filing of Articles of Merger with the Arizona Corporations Commission (the "Effective Date").

3. ARTICLES OF INCORPORATION

(a) The Articles of Incorporation of DKBERT Arizona shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the Articles of Incorporation of the Survivor (the "Articles").

(b) The By-laws of DKBERT Arizona, as in effect on the Effective Date, shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the By-laws of the Survivor (the "By-laws").

4. CANCELLATION AND EXTINGUISHMENT OF SHARES

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of capital stock of DKBERT Florida issued and outstanding on the Effective Date shall be canceled and extinguished as of the Effective Date by virtue of the Merger and without any action on the part of the holder thereof. Upon the Effective Date, each share of capital stock of DKBERT Arizona issued and outstanding immediately before the Effective Date, shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into one fully paid share of the Survivor, and outstanding certificates representing shares of DKBERT Arizona capital stock shall thereafter represent shares of the Survivor. Such certificates need not be exchanged for new certificates by the holders thereof after the Merger becomes effective.

5. DIRECTORS AND OFFICERS

The directors and officers of DKBERT Arizona on the Effective Date shall be, after the Effective Date, the directors and officers of the Survivor. Such directors and officers shall serve in such capacities until their successors shall have been duly elected and qualified according to the Articles and the By-laws.

6. EFFECT OF MERGER

(a) Upon the Effective Date:

(i) The Survivor shall possess all the rights, privileges, powers and franchises, of a public and private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Entities;

(ii) All property, real, personal and mixed, and all debts due to any Constituent Entity on whatever account, including all choses in action and other things belonging to the Constituent Entities, shall be vested in the Survivor;

(iii) All property, rights, privileges, powers and franchises, and every other interest of each of the Constituent Entities shall be, from and after the Effective Date, the

property of the Survivor, and the title to any real estate vested by deed or otherwise in the Constituent Entities shall not revert or be impaired in any way by this Agreement or the Merger provided for herein; but all rights of creditors and all liens upon any property of any Constituent Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall, from and after the Effective Date, attach to and become the debts, liabilities and

duties of the Survivor, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and

(iv) All transfers and vesting in the Survivor referred to herein shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which any of the Constituent Entities is bound.

(b) Upon the Effective Date, the accounting entries with respect to the assets, liabilities, capital, surplus and any and all other items of the Constituent Entities shall be taken up on the books of the Survivor at the amounts which they, respectively, are then carried on the books of said Constituent Entities, subject to such adjustments as may be appropriate in giving effect to the Merger.

(c) Nothing in this Agreement, however, shall be deemed to limit the generality of the property and rights hereby vested in, and liabilities assumed by, the Survivor pursuant to the provisions of the law applicable to the Merger, or to exclude any other defects, obligations, liabilities or duties provided by law as incident to or resulting from such Merger and not specifically mentioned in this Agreement.

7. PRIOR ACTS

All corporate plans, policies, approvals and authorizations of the Constituent Entities, and of the Directors and committees appointed by such Directors, and their respective officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Survivor and shall be as effective and binding thereon as the same were with respect to DKBERT Florida and DKBERT Arizona.

8. FURTHER ASSURANCES

If at any time the Survivor shall determine or be advised that any further instruments of transfer, assignments or assurances in law or any other acts or things are necessary or desirable to vest, perfect, confirm or record or authorize in the Survivor title to any property, rights, privileges, powers, franchises or any other interests of DKBERT Florida or otherwise to carry out the provisions of this Agreement, DKBERT Florida and its respective officers, as and when

requested by the Survivor shall execute and deliver any and all such instruments of transfer, assignments, assurances or other instruments.

9. AMENDMENT

(a) Subject to the provisions contained in Subsection 9(b) below, at any time prior to the Effective Date, this Agreement may be amended in any manner as may be determined in the joint judgment of the Directors to be necessary, desirable or expedient in order to facilitate the purposes and intent of this Agreement.

(b) Notwithstanding the provisions contained in Subsection 9(a) above, any action taken pursuant to said Subsection shall not: (i) alter or change the amount or kind of shares, obligations, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series or partnership interests of the Constituent Entities; (ii) alter or change any term of the Articles of the Survivor; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any shares of stock of or partnership interests in any of the Constituent Entities.

10. TERMINATION

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the joint decision of the Directors, notwithstanding approval of this Agreement by the Shareholders.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, DKBERT Florida and DKBERT Arizona, pursuant to the approval and authority duly given by resolutions adopted by the Directors and Shareholders, have caused this Agreement and Plan of Merger to be executed on their behalf in each case as of the day and year first above written.

DKBERT PARTNER 2, INC., a Florida corporation

By:


Richard L. Handley, Vice-President

DKBERT ARIZONA 2, INC., an Arizona corporation

By:


Richard L. Handley, Vice-President

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