

P98000078368

M. J. COMICLIO

Requestor's Name

971 EAST TENNESSEE ST

Address

TALLAHASSEE FL 32308-6939

City/State/Zip

Phone #

509-4111

Office Use Only

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

1. EM-STAR MORTGAGE

(Corporation Name)

Morgan

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

☒ Walk in

☐ Pick up time

☐ Certified Copy

☒ Mail out

☐ Will wait

☒ Photocopy

☒ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<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

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

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RECEIVED  
99 OCT 28 AM 9:13  
TALLAHASSEE, FLORIDA  
STATE

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

EM-STAR MORTGAGE CO., a Florida corporation V13744

,

INTO

**KEGAN FUNDING, INC.**, a Florida entity, P98000078368

File date: October 28, 1999

Corporate Specialist: Annette Ramsey

FILED  
99 OCT 28 PM 1:41  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
EM-STAR MORTGAGE CO.  
INTO  
KEGAN FUNDING, INC.**

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned corporation, KEGAN FUNDING, INC., a Florida corporation, and EM-STAR MORTGAGE CO., a Florida corporation, adopt the following Articles of Merger for the purposes of merging EM-STAR MORTGAGE CO. into KEGAN FUNDING, INC.

**PLAN OF MERGER**

1. The Plan of Merger setting forth the terms and conditions of the merger of EM-STAR MORTGAGE CO. into KEGAN FUNDING, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

**ADOPTION OF PLAN**

2. There are **TWO THOUSAND HUNDRED (2,000)** shares of common stock, each of one dollar (\$1.00) par value, of **EM-STAR MORTGAGE CO.**, a Florida corporation issued and outstanding that were entitled to vote on the Plan of Merger. **TWO THOUSAND (2,000)** shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of EM-STAR MORTGAGE CO., held on the **SEPTEMBER 22, 1999**.

3. There are **SEVENTY FIVE (75)** shares of stock, one dollar (\$1.00) par value, of KEGAN FUNDING, INC., a Florida corporation, issued and outstanding. Of the **SEVENTY FIVE (75)** shares entitled to vote on the Plan of Merger, **SEVENTY FIVE (75)** shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of KEGAN FUNDING, INC., held on the **SEPTEMBER 22, 1999**.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as  
of SEPTEMBER 22, 1999.

KEGAN FUNDING, INC.

By:   
COREY TURNER, President

ATTEST: 

EM-STAR MORTGAGE CO.

By:   
COREY TURNER, President

ATTEST: 

The undersigned officer of KEGAN FUNDING, INC. does hereby certify and verify that the foregoing Articles of Merger were duly adopted by the corporation and that all statements contained in the Articles are true and correct.

  
COREY TURNER, President  
KEGAN FUNDING, INC.

**AGREEMENT OF REORGANIZATION**  
by merger of  
**EM-STAR MORTGAGE CO.**  
with and into  
**KEGAN FUNDING, INC.** under the name of  
**KEGAN FUNDING, INC.**

This is a Plan and Agreement of Merger (the "Agreement") between EM-STAR MORTGAGE CO., a Florida corporation (the "Merging Corporation"), and KEGAN FUNDING, INC., a Florida corporation (the "Surviving Corporation").

**ARTICLE 1. PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of EM-STAR MORTGAGE CO. and KEGAN FUNDING, INC., pursuant to Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) EM-STAR MORTGAGE CO. shall be merged with and into KEGAN FUNDING, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be KEGAN FUNDING, INC.

(c) When this Agreement shall become effective, the separate corporate existence of EM-STAR MORTGAGE CO. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of EM-STAR MORTGAGE CO. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of EM-STAR MORTGAGE CO., as well as with the assets of KEGAN FUNDING, INC..

(e) The shareholders of EM-STAR MORTGAGE CO. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of EM-STAR MORTGAGE CO. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock; The Surviving Corporation will amend its common stock to be used in the exchange.

(g) The shareholders of KEGAN FUNDING, INC. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of KEGAN FUNDING, INC. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

(CT)

**Effective Date**

1.02. The effective date of the merger ("Effective Date") shall be Sept 30, 1999

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES  
OF CONSTITUENT CORPORATIONS**

**Non-survivor**

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, EM-STAR MORTGAGE CO. represents and warrants to the Surviving Corporation as follows:

(a) EM-STAR MORTGAGE CO. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. EM-STAR MORTGAGE CO. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) EM-STAR MORTGAGE CO. has an authorized capitalization of **TWO THOUSAND DOLLARS (\$2,000.00) consisting of TWO THOUSAND (2,000) shares of common stock, each of one dollar (\$1.00) par value, of which TWO THOUSAND (2,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.**

(c) EM-STAR MORTGAGE CO. has furnished the Surviving Corporation with its books and records representing the present financial condition of EM-STAR MORTGAGE CO. as of **December 31, 1998** and the results of its operations as of the past twelve months.

(d) All required federal, state, and local tax returns of EM-STAR MORTGAGE CO. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. EM-STAR MORTGAGE CO. has not been delinquent in the payment of any tax or assessment.

**Survivor**

2.02 As a material inducement to EM-STAR MORTGAGE CO. to execute this Agreement and perform its obligations under this Agreement, KEGAN FUNDING, INC. represents and warrants to EM-STAR MORTGAGE CO. as follows:

(a) KEGAN FUNDING, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. KEGAN FUNDING, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) KEGAN FUNDING, INC. has an authorized capitalization of **EIGHT THOUSAND dollars (\$8,000) consisting of EIGHT THOUSAND (8,000) shares of common stock, each of one dollar (\$1.00) par value.** As of the date of this Agreement, **SEVENTY FIVE (75)** shares of the common stock are validly authorized and outstanding, fully paid, and nonassessable.

### **Securities Law**

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

## **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of KEGAN FUNDING, INC., pending consummation of the merger, EM-STAR MORTGAGE CO. shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

### **Submission to Shareholders**

3.02. This Agreement shall be submitted to the shareholders of EM-STAR MORTGAGE CO. for approval in the manner provided by the laws of the State of Florida. This Agreement shall not be submitted to the shareholders of KEGAN FUNDING, INC. for approval because such approval is not required pursuant to Section 607.1103(7) of the Florida Statutes.

### **Conditions Precedent to Obligations of**

### **EM-STAR MORTGAGE CO.**

3.03. Except as may be expressly waived in writing by EM-STAR MORTGAGE CO., all of the obligations of EM-STAR MORTGAGE CO. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by KEGAN FUNDING, INC.:

- (a) The representations and warranties made by KEGAN FUNDING, INC. to EM-STAR MORTGAGE CO. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If KEGAN FUNDING, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to EM-STAR MORTGAGE CO. and shall either correct the error, misstatement, or omission or obtain a written waiver from EM-STAR MORTGAGE CO.

(b) KEGAN FUNDING, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

#### **Conditions Precedent to Obligations of**

#### **KEGAN FUNDING, INC.**

3.04. Except as may be expressly waived in writing by KEGAN FUNDING, INC., all of the obligations of KEGAN FUNDING, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by EM-STAR MORTGAGE CO.:

(a) The representations and warranties made by EM-STAR MORTGAGE CO. to KEGAN FUNDING, INC. in Article 2 of this Agreement and in any documents delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If EM-STAR MORTGAGE CO. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to KEGAN FUNDING, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from KEGAN FUNDING, INC..

(b) EM-STAR MORTGAGE CO. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) EM-STAR MORTGAGE CO. shall have delivered to KEGAN FUNDING, INC., documentation by its officers to the effect that:

(1) EM-STAR MORTGAGE CO. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of EM-STAR MORTGAGE CO. EM-STAR MORTGAGE CO. has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by EM-STAR MORTGAGE CO. has been duly authorized and approved by requisite corporate action of EM-STAR MORTGAGE CO.

(3) This Agreement and the instruments delivered to EM-STAR MORTGAGE CO. under this Agreement have been duly and validly executed and delivered by KEGAN FUNDING, INC., and constitute the valid and binding obligations of KEGAN FUNDING, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) EM-STAR MORTGAGE CO. shall have delivered to KEGAN FUNDING, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.



## **ARTICLE 4. MANNER OF CONVERTING SHARES**

### **Manner**

4.01. The holders of shares of EM-STAR MORTGAGE CO. shall surrender their shares to KEGAN FUNDING, INC. promptly after the Effective Date, in exchange for an equal number of shares of equal par value for shares of the Surviving Corporation.

### **Shares of Survivor**

4.02. (a) The currently outstanding **SEVENTY FIVE (75) shares** of common stock of KEGAN FUNDING, INC., each having one dollar (\$1.00) par value, shall remain outstanding as common stock, each having one dollar (\$1.00) par value, of the Surviving Corporation.

## **ARTICLE 5. DIRECTORS AND OFFICERS**

### **Directors and Officers of Survivor**

5.01. (a) The present Board of Directors of KEGAN FUNDING, INC. shall continue to serve as Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of KEGAN FUNDING, INC. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

## **ARTICLE 6. BYLAWS**

### **Bylaws of Survivor**

6.01. The bylaws of KEGAN FUNDING, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

## **ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES**

### **Nature and Survival of Representations and Warranties**

7.01. All Statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of EM-STAR MORTGAGE CO., KEGAN FUNDING, INC., or the stockholders

pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

## **ARTICLE 8. TERMINATION**

### **Circumstances**

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of the constituent corporation:

At the election of the Board of Directors of the constituent corporation if:

(1) The number of shareholders of the constituent corporation, dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against the constituent corporation, or any of its assets, that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of the constituent corporation.

### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation shall give immediate written notice of the election to the surviving (acquiring) corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of the constituent corporation as a result of the termination and abandonment.

## **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

### **Further Assurances**

9.01. EM-STAR MORTGAGE CO. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to execute and delivered all deeds and other instruments. EM-STAR MORTGAGE CO. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform

of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

#### Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, or when deposited with Federal Express or United Parcel Service, or similar reputable messenger service, charges prepaid or prearranged, addressed as follows:

(a) In the case of EM-STAR MORTGAGE CO., to: **COREY TURNER**, or to such other person or address as EM-STAR MORTGAGE CO. may from time to time request in writing.

(b) In the case of KEGAN FUNDING, INC., to: **COREY TURNER**, or to such other person or address as KEGAN FUNDING, INC. may from time to time request in writing.

#### Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

#### Controlling Law

9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Agreement to be signed as of Sept 22, 1999.

KEGAN FUNDING, INC.

By:   
COREY TURNER, President

ATTEST: \_\_\_\_\_

EM-STAR MORTGAGE CO.

By:   
COREY TURNER, President

ATTEST: \_\_\_\_\_