

391017

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

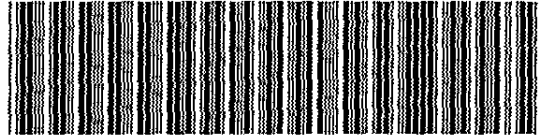
(Document Number)

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10/25/02--01122--007 **43.50

11/14/02--01002--001 **35.25

FILED
02 NOV 13 PM 4:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

ADULT TOY STORAGE, INC., a Florida Corporation, Document #S79612

INTO

HATTAWAYS, INCORPORATED, a Florida entity, 391017

File date: November 13, 2002

Corporate Specialist: Irene Albritton

MEMBER OF FLORIDA
AND D.C. BARS

LAWRENCE H. KATZ
ATTORNEY AT LAW, P.A.
SUITE 120
341 NORTH MAITLAND AVENUE
MAITLAND, FLORIDA 32751

(407) 539-1811
(407) 539-1466 FAX

FED. I.D. # 59-3436548

November 12, 2002

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

Re: Reference No.: S79612/Adult Toy Storage, Inc.

Dear Ladies:

Enclosed find my check in the amount of \$35.25 for the additional costs owed on the above referenced corporation. Also, you will find the original documents for filing.

Thank you for your attention to this matter.

Yours very truly,



Lawrence H. Katz

LHK/gr
Enc.

RECEIVED
02 NOV 13 AM 9:59
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

October 30, 2002

ADULT TOY STORAGE, INC.
601 HILLVIEW DR.
ALTAMONTE SPRINGS, FL 32714

SUBJECT: ADULT TOY STORAGE, INC.
Ref. Number: S79612

We have received your document for ADULT TOY STORAGE, INC. and your check(s) totaling \$43.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

The total amount due is \$35.25.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6964.

Irene Albritton
Document Specialist

Letter Number: 702A00059604

**ARTICLES OF MERGER
OF
ADULT TOY STORAGE, INC.,
(a Florida Corporation)
INTO
HATTAWAYS, INCORPORATED.
(a Florida Corporation)**

FILED
02 NOV 13 PM 4:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1101 and 607.1103 of the Florida Business Corporation, Adult Toy Storage, Inc., a Florida Corporation whose Charter No. is S79612 (the "Affiliate"), and Hattaways, Incorporated, a Florida Corporation whose Charter No. is 391017 (the "Survivor"), hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger is attached hereto as Exhibit "A" and incorporated by reference herein.
2. As set forth in the Agreement and Plan of Merger Adult Toy Storage, Inc., shall be merged into Hattaways, Incorporated which shall be the surviving corporation.
3. As to the Affiliate, the Plan of Merger was duly adopted by its shareholders on October 24, 2002.
4. As to the Survivor, the Plan of Merger was duly adopted by its shareholders on October 24, 2002.
5. The manner and basis of converting the Affiliate's shares into shares, obligations or other securities of the Survivor and the manner and basis of converting rights to acquire shares of the Affiliate into rights to acquire shares, obligations or other securities of the Survivor are set forth in the Agreement and Plan of Merger attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, each of the undersigned corporations has duly caused these Articles of Merger to be executed by their respective duly authorized officers on this 24th day of October, 2002.

Adult Toy Storage, Inc.,
a Florida Corporation

By: 

Robert T. Hattaway, as President

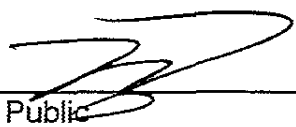
Hattaways, Incorporated,
a Florida Corporation

By: 

Robert T. Hattaway, as President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me October 24, 2002, by Robert T. Hattaway as President of Adult Toy Storage, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced
_____, as identification.



Notary Public

Notary Printed Name

MY COMMISSION EXPIRES:



STATE OF FLORIDA
COUNTY OF ORANGE

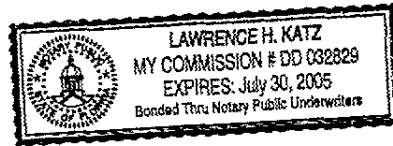
The foregoing instrument was acknowledged before me October 24, 2002, by Robert T. Hattaway as President of Hattaways, Incorporated, a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.



Notary Public

Notary Printed Name

MY COMMISSION EXPIRES:



AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement"), dated this 24th day of October, 2002 by and among Hattaways, Incorporated, a Florida Corporation ("Survivor") and Adult Toy Store, Inc., a Florida Corporation ("Affiliate").

Recitals.

1. Affiliate operates a storage facility in Seminole County, Florida where the public may lease storage space to store automobiles, boats, and the like;
2. The same individual owns all of the issued and outstanding shares of Affiliates common capital stock and all the shares of the Survivor;
3. The Affiliate's and Survivor's board of directors have determined that it is in the best interest of their respective corporations and shareholder to effect a merger whereby the Affiliate will be merged into the Survivor; and
4. The parties intend the merger provided for herein to be qualified as an "A" reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986 as amended ("the Code").

NOW, THEREFORE, in consideration and mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein.
2. **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as hereinafter defined), the Affiliate shall be merged with and into Survivor in accordance with this Agreement, and the separate corporate existence of Affiliate shall thereupon cease (the "Merger"). Survivor shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation).
3. **Effective Date.** The Merger shall become effective on the filing of the Articles of Merger with the Secretary of State of Florida, such time being hereinafter referred to as the "Effective Time".
4. **Charter and By-Laws of the Surviving Corporation.** The Charter and By-Laws of the Surviving Corporation immediately prior to the Effective Time shall be the Charter and By-Laws of the Surviving Corporation until either one or both are duly amended in accordance with applicable law.
5. **Directors and Officers of the Surviving Corporation.** The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the

directors and officers of the Surviving Corporation as of the Effective Time and until their successors are duly appointed or elected in accordance with applicable law.

6. Affiliate's Outstanding Shares of Stocks. At the Effective Time, each share of Affiliate's common capital stock, no par value, issued and outstanding immediately prior to the Effective Time shall be converted into and become one share of the common capital stock of the Surviving Corporation and each holder of the outstanding Affiliate's common capital stock, upon surrender for cancellation to the Surviving Corporation of one or more stock certificates evidencing Affiliate's common capital stock, shall be entitled to receive one or more stock certificates for the full number of shares of the Surviving Corporation's common stock to be issued from the treasury stock of the Survivor. Each issued share of Affiliate's common capital stock held in the treasury at the Effective Time of the Merger, if any, shall be canceled and shall not be converted. As soon as practical after the Merger becomes effective, the stock certificates representing Affiliate's common stock issued and outstanding at the time the Merger becomes effective shall be surrendered and exchanged the Survivor's common stock as provided for herein. Affiliate's share of common stock not surrendered within thirty (30) days of the Effective Time shall be null and void. All shares of common stock of the Survivor into which shares of the Affiliate are converted as herein above provided, shall be fully paid and non assessable and shall be issued in full satisfaction of all rights pertaining to such shares of the Affiliate's common stock.

7. Survivor's Common Stock. None of the shares of Survivor's common stock, no par value, issued and outstanding at the Effective Time of the Merger shall be converted as a result of the Merger, but all of such shares shall remain issued shares of common stock of the Survivor.

8. Effect of the Merger. At the Effective Time of the Merger, the Survivor shall secede to and shall possess and enjoy all the rights, privileges, immunities, powers and franchises both of the public and of private nature, and be subject to all restrictions, disabilities and duties of the Affiliate and all the rights, privileges, immunities, powers and franchises of the Affiliate and all property be it real, personal or mixed, and all debts due to Affiliate on whatever account for stocks subscriptions as well as for all other choses in action belonging to each of said corporations, shall be vested in and be the property of the Survivor. 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. All rights of creditors and all liens upon any property of either of said constituent corporations shall be preserved, unimpaired, limited in lien to the property effected by such liens at the Effective Time of the Merger and all debts, liabilities and duties of said constituent corporations, respectively, shall thenceforth attach to the Survivor.

9. Accounting Matters. The assets and liabilities of the constituent corporations as at the Effective Time of the Merger shall be taken up on the books of the Survivor at the amounts at which they shall be carried at the time on the books of the respective constituent corporations. The amount of capital of the Survivor at the

Effective Time of the Merger shall be equal to the sum of the aggregate amount of the capital of both constituent corporations.

10. **Expenses.** Upon completion of the Merger of the constituent corporations, the Survivor agrees to pay all costs and expenses of the Merger including all legal fees and filing fees.

11. **Further Assurances.** If at any time after the Effective Time the Survivor shall consider or be advised that further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm of record or otherwise, in the Survivor, the title to any property or rights of Affiliate acquired or to be acquired by or as a result of the Merger, the proper officers and directors of Survivor and Affiliate shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take other action as may be necessary or proper in the name of the Survivor to vest, perfect, or confirm title to such property or rights in Survivor and otherwise carry out the purposes of this Agreement.

12. **Approval of Shareholders.** This Agreement shall be submitted to shareholders of each of the constituent corporations as required by law on or before October 24, 2002, or such later date as the Boards of Directors of the constituent corporations shall mutually approve. All outstanding shares of the common stock of the constituent corporations shall be entitled to vote upon the adoption and approval of the Merger. After such adoption and approval, Articles of Merger shall be executed as required by law and delivered to the Secretary of State of the State of Florida pursuant to the requirements of Florida Statutes.

13. **Termination and Abandonment.** This Agreement may be terminated and abandoned at any time before the Effective Time of the Merger by the mutual consent of the Board of Directors of the constituent corporations. Upon any such termination and abandonment, neither party shall any liability or obligation hereunder to the other.

IN WITNESS WHEREOF, this Agreement has been signed by the sole officer, director and shareholder of the constituent corporations all as of the date in here first above written.

Hattaways, Incorporated, a Florida Corporation,
By: Robert T. Hattaway
Robert T. Hattaway, as President, sole
Director and Shareholder

(CORPORATE SEAL)

Adult Toy Storage, Inc., a Florida Corporation
By: Robert T. Hattaway
Robert T. Hattaway, as President, sole
Director and Shareholder

(CORPORATE SEAL)