

L13000168169

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

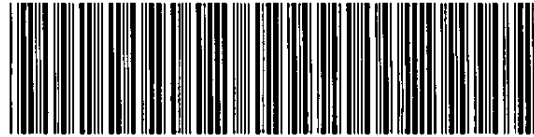
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200254348852

RECEIVED
13 DEC 20 PM 1:47
DIVISION OF CORPORATIONS

FILED
13 DEC 20 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
LLC
Merger

12-23-13

DC



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 935708 4731932

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : December 20, 2013

ORDER TIME : 11:18 AM

ORDER NO. : 935708-005

CUSTOMER NO: 4731932

ARTICLES OF MERGER

WPC, LLC

INTO

WAFFLE PANCAKE CO., LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

Certificate of Merger
For
Florida Limited Liability Company

FILED
13 DEC 20 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
WPC, LLC	PA	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Waffle Pancake Co., LLC	FL	limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

n/a

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

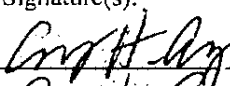
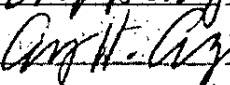
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: n/a

Mailing address: n/a

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
WPC, LLC		Gary H. Gregory
Waffle Pancake Co., LLC		Gary H. Gregory

Corporations:	Chairman, Vice Chairman, President or Officer. (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
--	---------

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of December 20, 2013, by and between **WAFFLE PANCAKE CO., LLC**, a limited liability company organized and existing under the laws of the State of Florida ("**Waffle Pancake**"), and **WPC, LLC**, a limited liability company existing under the laws of the Commonwealth of Pennsylvania ("**WPC**").

BACKGROUND

WHEREAS, Waffle Pancake is a limited liability company organized and existing under Florida law, its Articles of Organization having been filed with the Florida Department of State on November 27, 2013;

WHEREAS, WPC is a limited liability company organized and existing under Pennsylvania law, its Certificate of Organization having been filed with the Pennsylvania Secretary of State on August 30, 2011;

WHEREAS, in all respects, the respective members of Waffle Pancake and WPC deem it advisable and to the advantage, welfare and best interests of such entities to merge WPC with and into Waffle Pancake pursuant to the Pennsylvania Limited Liability Company Law of 1994, as amended (the "**PA Act**"), and the Florida Limited Liability Company Act, as amended (the "**FL Act**"), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter contained, and intending to be legally bound, the parties hereto agree as follows:

1. **Merger.** Upon and subject to all the terms and conditions set forth in this Agreement and Plan of Merger, WPC shall merge (the "**Merger**") with and into Waffle Pancake, with Waffle Pancake (the "**Surviving Company**") surviving and continuing to do business under the name "Waffle Pancake Co., LLC", as a Florida limited liability company.

2. **Effective Date.** The Merger shall be effective on December 20, 2013, which date shall be referred to hereinafter as the "**Effective Date.**"

3. **Operating Agreement.** On the Effective Date, that certain Operating Agreement of WPC dated August 30, 2011, shall constitute the Operating Agreement of the Surviving Company until further amended in accordance with the provisions thereof.

4. **Conversion of Membership Interests.** As of the Effective Date of the Merger, and by virtue of the Merger and without any action on the part of the parties hereto, each membership interest in WPC shall be converted into an identical membership interest in the Surviving Company.

5. **Principal Office.** The location of the principal office of the Surviving Company shall be P.O. Box 112786, Naples, FL 34108.

6. **Authorization.** As set forth in Section 608.4381 of the FL Act and Section 8957 of the PA Act, this Agreement and Plan of Merger has been authorized by the affirmative vote of the members WPC and Waffle Pancake.

7. **Effect of Merger.** On the Effective Date of the Merger:

(a) WPC shall be merged with and into Waffle Pancake and WPC shall cease to exist;

(b) all the property, real, personal and mixed, all franchises, licenses, and all debts due on whatever account to WPC, including causes of action belonging to WPC, shall be transferred to and vested in the Surviving Company without further act or deed;

(c) The Surviving Company shall be responsible for all liabilities and obligations of WPC and Waffle Pancake. Liens upon the property of WPC shall not be impaired by the merger and any claim existing or action or proceeding pending by or against WPC may be prosecuted to judgment as if such merger had not taken place or Surviving Company may be substituted in WPC's place; and

(d) all taxes, penalties and other governmental accounts claimed against WPC but not settled, assessed or determined prior to the merger shall be settled, assessed or determined against the Surviving Company and shall be a lien against the franchises and property, both real and personal, of the Surviving Company to the extent required by law.

8. **Further Acts.** The parties will cause to be executed and filed or recorded any document prescribed by the FL Act and the PA Act and perform all necessary acts within Pennsylvania and Florida and elsewhere to effectuate the Merger. The members of the parties are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger.

IN WITNESS WHEREOF, Waffle Pancake and WPC have caused this Agreement and Plan of Merger to be executed on their behalf by all of their respective members as of the day and year first above written.

WPC, LLC

FROZEN FOOD DEVELOPMENT, INC.

By: [Signature]
Gary H. Gregory, President

CHR FOODS, LLC

By: [Signature] 12/19/2013
Name: CATHERINE HUANG
Title: President

BOBY B.V.

By: [Signature]
Name: H. Boshuwer
Title: Managing Director

WAFFLE PANCAKE CO., LLC

FROZEN FOOD DEVELOPMENT, INC.

By: [Signature]
Gary H. Gregory, President

CHR FOODS, LLC

By: [Signature] 12/19/2013
Name: CATHERINE HUANG
Title: President

BOBY B.V.

By: [Signature]
Name: H. Boshuwer
Title: Managing Director