

P01000085070

Ed Tribble

Florida Information Associates Inc

Requester's Name

P.O. Box 11144

Address

Tallahassee, FL 32302-3144

City/State/Zip

Phone #

(850) 878-0188

Office Use Only

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

1. HOBARAMA CORP.  
(Corporation Name) (Document #) 200004560182--8  
-08/28/01--01070--009  
\*\*\*\*\*78.75 \*\*\*\*\*78.75
2. \_\_\_\_\_  
(Corporation Name) (Document #) 200004560182--8  
-08/28/01--01070--010  
\*\*\*\*\*8.75 \*\*\*\*\*8.75
3. \_\_\_\_\_  
(Corporation Name) (Document #) \_\_\_\_\_
4. \_\_\_\_\_  
(Corporation Name) (Document #) \_\_\_\_\_

☒ Walk in

☐ Pick up time \_\_\_\_\_

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☒ Certificate of Status  
to include merger status

**NEW FILINGS**

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

**AMENDMENTS**

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☒ Merger

**OTHER FILINGS**

- ☐ Annual Report
- ☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

CR2E031(7/97)

MR. TRIBBLE  
gave OK to title  
correct title  
in paragraph  
Fifth. (38)

S. PAYNE AUG 28 2001

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

HOBARAMA CORP., a Maryland corp., F96000004645

INTO

**HOBARAMA CORP., a Florida entity, P01000085070**

File date: August 28, 2001

Corporate Specialist: Susan Payne

FILED

01 AUG 28 PM 1:45

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**OF**

**HOBARAMA CORP.,**  
a Florida corporation

**AND**

**HOBARAMA CORP.,**  
a Maryland corporation

**PURSUANT TO** the provisions of Section 607.1105 of the Florida Statutes, the undersigned hereby certify that:

**FIRST:** That an Agreement of Merger has been entered into as of the 16<sup>th</sup> day of August 2001, by and among **HOBARAMA CORP.**, a Florida corporation and **HOBARAMA CORP.**, a Maryland corporation ("Agreement of Merger").

**SECOND:** That the name and state of each of the constituent corporations is **HOBARAMA CORP.**, a Maryland corporation, ("**HOBARAMA-MD**") and **HOBARAMA CORP.**, a Florida corporation, ("**HOBARAMA-FL** "). The Agreement of Merger provides for the merger of **HOBARAMA-MD** into **HOBARAMA-FL** .

**THIRD:** That the name of the surviving corporation is **HOBARAMA CORP.**, a Florida corporation

**FOURTH:** That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Agreement of Merger was approved by the Board of Directors and Shareholders of **HOBARAMA-MD** on this 16<sup>th</sup> day of August, 2001 and by the Board of Directors and Shareholders of **HOBARAMA-FL** on this 16<sup>th</sup> day of August, 2001.

**FIFTH:** After the effective date of the merger, the Articles of Incorporation of the surviving entity shall be identical to the surviving entity's Articles of Incorporation prior to the merger.

**SIXTH:** That the Agreement of Merger is on file at the principal place of business of **HOBARAMA-FL**, the surviving entity, the address of which is 420 Lincoln Road, Suite 402A Miami Beach, Florida 33139.

**SEVENTH:** That a copy of the Agreement of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder of any corporation made a party thereto.

**EIGHTH:** The authorized capital stock of **HOBARAMA-MD** is 10,000 common shares, without par value. Each share of common stock of **HOBARAMA-MD** issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one share of **HOBARAMA-FL**, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of **HOBARAMA-MD** immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Shares of the surviving corporation.

**NINTH:** That the merger of **HOBARAMA-MD** into **HOBARAMA-FL** shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Agreement of Merger.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]


**SIGNATURE PAGE**

**ARTICLES OF MERGER**

**IN WITNESS WHEREOF**, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 16<sup>th</sup> day of August, 2001.


**HOBARAMA CORP.,  
a Florida corporation**

By: \_\_\_\_\_

  
Hobart C. Buppert III, Sole Director


Attested to:

By: \_\_\_\_\_

  
Christina Staalstrom, Secretary


**HOBARAMA CORP.,  
a Maryland corporation**

By: \_\_\_\_\_

  
Hobart C. Buppert, Sole Director and President

Attested to:

By: \_\_\_\_\_

  
Christina Staalstrom, Secretary

**PLAN OF MERGER**

**BETWEEN**

**HOBARAMA CORP.,  
a Maryland corporation**

**AND**

**HOBARAMA CORP.,  
a Florida corporation**

**THIS PLAN OF MERGER** ("Plan") is entered into this 16<sup>th</sup> day of August, 2001 between **HOBARAMA CORP.**, a Florida corporation ("**HOBARAMA-FL**") and **HOBARAMA CORP.**, a Maryland corporation ("**HOBARAMA-MD**").

**WITNESSETH**

**WHEREAS**, the Board of Directors of **HOBARAMA-MD** and the Board of Directors of **HOBARAMA-FL** deem it desirable and in the best business interests of **HOBARAMA-MD** and its stockholders and **HOBARAMA-FL** and its stockholders that **HOBARAMA-MD** be merged into **HOBARAMA-FL** upon the terms and subject to the conditions set forth in this Plan.

**NOW, THEREFORE**, in consideration of the mutual covenants, Plans, representations and warranties herein contained the parties hereto agree as follows:

**ARTICLE I**

**Merger**

**Section 1.** Surviving Entity. At the Effective Date, as defined in Section 2, **HOBARAMA-MD** shall be merged into **HOBARAMA-FL**, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

**Section 2.**     Effective Date. Subject to the terms of this Plan, the Merger shall become effective on the date the Articles of Merger is filed with the Secretary of State of Florida ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

**Section 3.**     Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Director of the Surviving Entity or, as the case may be directors of **HOBARAMA-MD** shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

**Section 4.**     Bylaw. The Bylaws of **HOBARAMA-FL** in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Bylaws of the Surviving Entity after the Effective Date.

**Section 5.**     Articles of Incorporation of **HOBARAMA-FL**. The Articles of Incorporation of **HOBARAMA-FL**, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Incorporation of the Surviving Entity.

**Section 6.**     Director. The Director of **HOBARAMA-FL** immediately prior to the Effective Date shall constitute the Director of the Surviving Entity after the Effective Date until his

or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Plan.

## **ARTICLE 2**

### **Cancellation of Shares at the Effective Date**

Each share of common stock of **HOBARAMA-MD** issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

## **ARTICLE 3**

### **Effect of Merger**

#### **Section 1. Upon the Effective Date:**

- a) **HOBARAMA-MD** and **HOBARAMA-FL** shall become a single entity of which **HOBARAMA-FL** shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be **HOBARAMA CORP.**, a Florida corporation.
- b) The separate existence of **HOBARAMA-MD** shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of **HOBARAMA-MD**. On the Closing Date, all property, real, personal and mixed, debts and all other chooses in action and all and every other interest of or belonging to our due to **HOBARAMA-MD** shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in **HOBARAMA-MD** shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall henceforth be responsible and liable for all the liabilities and obligations of **HOBARAMA-MD**. The Merger shall impair neither the rights of creditors nor any liens upon the property of **HOBARAMA-MD**.



**Section 2. Manner and Basis of Converting Interests.** The authorized capital stock of **HOBARAMA-MD** is Ten Thousand, (10,000) shares without par value. Each share of common stock of **HOBARAMA-MD** issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one share of **HOBARAMA-FL**, the Surviving Entity, upon the effective date of the Merger, and each certificate representing outstanding shares of the common stock of **HOBARAMA-MD** immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable common stock of the Surviving Entity.

#### **ARTICLE 4**

##### **Representations and Warranties of**

##### **HOBARAMA CORP., a Maryland corporation**

**HOBARAMA-MD** represents and warrants to **HOBARAMA-FL** as follows:

Due Incorporation, Etc. **HOBARAMA-MD** is a duly organized and validly existing corporation in good standing under the laws of the State of Maryland and satisfactory evidence of such good standing has been or will promptly be delivered to **HOBARAMA-FL**.

#### **ARTICLE 5**

##### **Representations and Warranties of**

##### **HOBARAMA CORP., a Florida corporation**

**HOBARAMA-FL** represents and warrants to **HOBARAMA-MD** as follows:

Due Incorporation, Etc. **HOBARAMA-FL** is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to **HOBARAMA-MD**.

## **ARTICLE 6**

### **Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

## **ARTICLE 7**

### **General Provisions**

**Section 1.** Place of Closing. Closing Date. The closing shall take place at the offices of Richards & Polansky, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

**Section 2.** Entire Understanding. This Plan constitutes the entire Plan and supersedes all prior Plans, both written and oral, between the parties hereto with respect to the subject matter hereof.

**Section 3.** Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**Section 4.**     Termination. At any time prior to the filing of the Articles of Merger with **HOBARAMA-MD** and **HOBARAMA-FL**, either party may terminate this Plan hereto.

**Section 5.**     Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 6.**     Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

**Section 7.**     Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.


(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

**SIGNATURE PAGE**


**PLAN OF MERGER**

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals as of the date first above written.

**HOBARAMA CORP.,  
a Florida corporation**

By:   
Hobart C. Buppert III, Sole Director

**HOBARAMA CORP.,  
a Maryland corporation**

By:   
Hobart C. Buppert, Sole Director and President