

PO1000107340

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

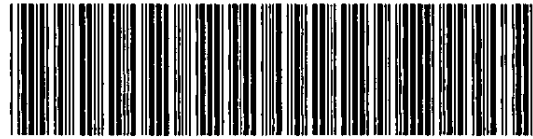
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800237832048

12 JUL 27 PM 4:37
DIVISION OF CORPORATIONS

07/27/12--01013--003 **105.00

EFFECTIVE DATE
8.1.2012

Merger
10 8/2/12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Schoenau Advertising Specialties, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Marlies Schoenau, President

Contact Person

Schoenau Advertising Specialties, Inc.

Firm/Company

1226 Turner Street #D

Address

Clearwater, FL 33756

City/State and Zip Code

mus@thinktankstudio.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Edward C. LaBrecque, CPA

Name of Contact Person

At (727) 786-8228

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

EFFECTIVE DATE

8/1/2012

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Schoenau Advertising Specialties, Inc.	Florida	P01000107340

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Think Tank Studios, Inc.	Florida	P98000059102

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 08/01/2012/ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on

06/29/2012 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 29, 2012.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on

_____ and shareholder approval was not required.

(Attach additional sheets if necessary)

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization, dated as of the 29th day of June, 2012, is entered into by and between Think Tank Studios, Inc., ("Think Tank") a Florida corporation and Schoenau Advertising Specialties, Inc. (the "Surviving Corporation") a Florida corporation.

WITNESSETH:

WHEREAS, Think Tank is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Think Tank has an authorized capitalization consisting of 10,000 shares of common stock, with no par value ("Common Stock");

WHEREAS, the Surviving Corporation has an authorized capitalization consisting of 3,000 shares of common stock, with no par value ("Surviving Corporation Common Stock");

WHEREAS, the respective Boards of Directors of the Surviving Corporation and Think Tank, and all of the holders of the outstanding voting shares of Think Tank, have determined that it is advisable that Think Tank be merged into the Surviving Corporation on the terms and conditions hereinafter set forth; and

WHEREAS, the respective Boards of Directors of the Surviving Corporation and Think Tank intend that this Agreement of Merger and Plan of Reorganization shall qualify as a reorganization under Section 368(a)(1) of the Internal Revenue Code;

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, it is agreed that in accordance with the applicable statutes of the State of Florida Think Tank shall be at the effective date of the merger merged with and into the Surviving Corporation, which shall be the surviving corporation, and that the terms and conditions of such merger and the mode of carrying it into effect shall be as follows:

ARTICLE I
MERGER OF THINK TANK
INTO THE SURVIVING CORPORATION;
TO SUCCEED TO PROPERTIES AND
OBLIGATIONS OF THINK TANK

At the effective date of the merger, Think Tank shall be merged with and into the surviving Corporation, the separate existence of Think Tank shall cease and the Surviving Corporation shall continue in existence as the surviving corporation, and without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, immunities and franchises, as well as public or a private nature, of Think Tank and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choices in action, and all and every other interest, of or belonging to or due to Think Tank shall be taken and deemed to be transferred to and vested in the Surviving Corporation, without further act or deed, as provided in the Florida Corporations Code.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

ARTICLE II
ARTICLES OF INCORPORATION
OF SURVIVING CORPORATION; GOVERNING LAW

From and after the effective date of the merger and until thereafter amended as provided by law, the Articles of Incorporation and Bylaws of the Surviving Corporation shall continue to be its Articles of Incorporation and under the laws of the State of Florida. The address of the principle office of the Surviving Corporation in the State of Florida shall be 1226 Turner Street, Suite D, Clearwater, FL 33756.

ARTICLE III
CONVERSION OF CAPITAL STOCK OF THINK TANK
INTO THE COMMON STOCK OF THE SURVIVING CORPORATION

- (a) At the effective date of the merger, each share of the outstanding Common Stock of Think Tank and all rights in respect hereof, shall forthwith cease to exist and be cancelled, except for the rights set forth below and except as provided by law in respect of shares as to which the holders may exercise appraisal rights.

- (b) At the effective date of the merger, there shall be delivered in conversion of an exchange for seven shares of Think Tank Common Stock outstanding immediately prior to the merger one share of the Common Stock of the Surviving Corporation.
- (c) Each holder of a certificate or certificates representing shares of Think Tank Common Stock outstanding immediately prior to the merger shall, upon presentation of such certificate or certificates for surrender to the Surviving Corporation, be entitled to receive in exchange therefore a certificate or certificates representing the shares of a fully paid and non-assessable Surviving Corporation Common Stock to which such holder shall be entitled upon the aforesaid basis of exchange. Until so surrendered, each Common Stock shall be deemed, for all corporate purposes, to evidence ownership of the number of shares of Surviving Corporation Common Stock into which the same shall have been converted and exchanged.
- (d) No scrip or fractional share certificates of Surviving Corporation Stock will be issued, and outstanding fractional share interests will not entitle the owner thereof to vote, or receive dividends or to any rights of a stockholder with respect to such fractional interest.
- (e) Each share of the capital stock of the Surviving Corporation outstanding immediately prior to the merger shall continue to be outstanding and shall be one share of capital stock of the Surviving Corporation.

ARTICLE IV BYLAWS

When the merger becomes effective, the Board of Directors of the Surviving Corporation, pursuant to the Florida Corporation Code shall appoint or reaffirm the following members of the Board of Directors to serve until their respective successors are appointed, as provided in the Bylaws of the Surviving corporation: Marlies Schoenau.

ARTICLE VII ABANDONMENT

This Plan and Agreement of Merger may be abandoned at any time before the effective date of the merger, by action of either of the Boards of Directors of Think Tank or the Surviving Corporation.

In the event of abandonment of this Plan and Agreement of Merger by the Board of Directors of either Think Tank or the surviving Corporation as approved above, written notice shall forthwith be given to the other party.

ARTICLE VIII
MODIFICATION AND WAIVER

Think Tank and the Surviving Corporation, by mutual consent of their respective Boards of Directors, may amend, modify and supplement this Plan and Agreement of Merger in such manner as may be agreed upon by them in writing at any time before or after action thereon by the shareholders of Think Tank or by the Board of Directors of the Surviving Corporation of both; provided, however, that no such amendment, modification or supplement shall affect the rights of the shareholders of Think Tank or the Surviving Corporation in a manner which is materially adverse to such shareholders in the judgment of the respective Board of Directors. Either Think Tank or the surviving Corporation may, pursuant to action by its Board of Directors, by an instrument in writing, extend the time for or waive the performance of any of the obligations of the other or waive compliance by the other with any of the covenants or conditions contained in this Plan and Agreement of Merger; provided, however, that no such waiver or extension shall affect the rights of the shareholders of Think Tank or the Surviving Corporation in a matter which is materially adverse to such shareholders in the judgment of the Board of Directors so acting.

ARTICLE IX
COUNTERPARTS

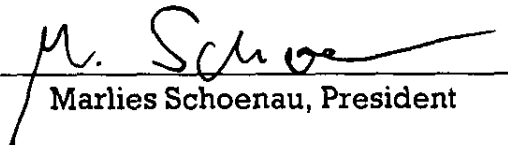
This Plan and Agreement of Merger may be executed in multiple counterparts each of which when so executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Think Tank and the Surviving Corporation, each pursuant to the approval and authority duly given by resolutions adopted by its Board of Directors, have each caused this Plan and Agreement of Merger to be executed by its officers thereunto duly authorized.

Think Tank Studio, Inc.

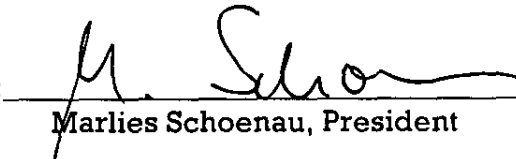
ATTEST

By:


Marlies Schoenau, President

ATTEST

By:


Marlies Schoenau, President

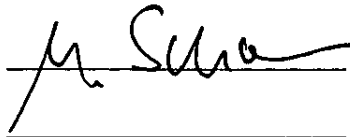
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

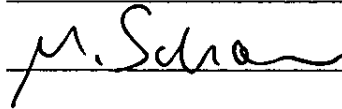
Typed or Printed Name of Individual & Title

Schoenau Advertising
Specialties, Inc.



Marlies Schoenau, President

Think Tank Studio, Inc.



Marlies Schoenau, President