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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

All Exotic, Inc.

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ARTICLES OF MERGER
MERGING WRAP THIS, INC.
WITH AND INTO ALL EXOTIC, INC.

2009 DEC 17 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105, *Florida Statutes*, the undersigned, on behalf of the corporations listed below, hereby adopt the following Articles of Merger:

1. The name and jurisdiction of the surviving corporation is as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> |
|------------------|---------------------|------------------------|
| All Exotic, Inc. | Florida | P02000031542 |

2. The name and jurisdiction of the merging corporation is as follows:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> |
|-----------------|---------------------|------------------------|
| Wrap This, Inc. | Florida | P07000077532 |

3. The Agreement and Plan of Merger merging Wrap This, Inc. with and into All Exotic, Inc. is attached to these Articles of Merger as Exhibit A.

4. The merger shall become effective on January 1, 2010.

5. The Agreement and Plan of Merger was adopted and approved by the shareholders of All Exotic, Inc., the surviving corporation, on December 14, 2009.

6. The Agreement and Plan of Merger was adopted and approved by the shareholders of Wrap This, Inc., the corporation being merged out of existence, on December 14, 2009.

All Exotic, Inc.

Wrap This, Inc.

By: [Signature]
Date R. Salamacha, President

By: [Signature]
Date R. Salamacha, President

Date: 12-15-09

Date: 12-15-09

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into on December 14, 2009, by and between ALL EXOTIC, INC., a Florida corporation ("Exotic"), and WRAP THIS, INC., a Florida corporation ("Wrap").

WHEREAS, pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act, Exotic and Wrap will enter into a transaction in which Wrap will merge with and into Exotic (the "Merger"); and

WHEREAS, the Board of Directors of Wrap has determined that the Merger is consistent with and in furtherance of the long term business strategy of Wrap and is fair to, and in the best interests of, Wrap and the holders of the common stock of Wrap, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and the Merger by the shareholders of Wrap; and

WHEREAS, the Board of Directors of Exotic has determined that the Merger is consistent with and in furtherance of the long term business strategy of Exotic and is fair to, and in the best interests of, Exotic and the holders of the common stock of Exotic, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and Merger by the shareholders of Exotic; and

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act, Wrap shall be merged with and into Exotic. As a result of the Merger, the separate corporate existence of Wrap shall cease and Exotic shall continue as the surviving corporation following the Merger.

2. Effective Date of Merger. The effective date of the Merger shall be January 1, 2010 (the "Effective Date"). As soon as practical following the execution of the Agreement, and approval of the Agreement by the shareholders of Wrap and Exotic, the parties shall cause Articles of Merger to be filed with the Department of State of the State of Florida.

3. Effect of Merger. Upon the Effective Date, the following shall occur by operation of law:

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(a) Wrap shall merge into Exotic and the separate existence of Wrap shall cease, and Exotic shall be the surviving corporation.

(b) Title to any and all property, or any interest therein, owned by Wrap shall be vested in Exotic as the surviving corporation, without reversion or impairment. Neither the rights of creditors nor any liens upon the property of Wrap or Exotic shall be impaired by the Merger.

(c) Exotic, as the surviving corporation, shall, from the Effective Date, be responsible and liable for all of the debts, liabilities and obligations of Wrap.

(d) Any existing claim, action, or proceeding pending by or against Wrap or Exotic may be continued as if the Merger did not occur, or Exotic, as the surviving corporation, may be substituted in the proceeding for and on behalf of Wrap.

(e) The shares of stock of Wrap shall be converted into shares of stock of Exotic, and the former holders of the shares of stock of Wrap shall be entitled only to the rights provided in the Articles of Merger or to their rights under Section 607.1302, *Florida Statutes*.

4. Conversion of Shares The manner and basis of converting the shares of stock of Wrap into shares of stock of Exotic are as follows.

(a) As of the Effective Date, each share of common stock of Exotic issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger.

(b) As of the Effective Date, each share of common stock, One Dollar (\$1.00) par value, of Wrap, which is issued and outstanding, shall be converted into one third (1/3) of a share of common stock of Exotic. The total consideration that the shareholders of Wrap will receive for the three hundred (300) shares of outstanding One Dollar (\$1.00) par value common stock of Wrap shall be one hundred (100) shares of common stock of Exotic.

5. Representation and Warranties of Wrap Wrap represents and warrants to Exotic as follows:

(a) Wrap is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) Wrap has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions

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contemplated herein. The execution and delivery of this Agreement by Wrap and the consummation by Wrap of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of Wrap are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of Wrap).

(e) The execution and delivery of this Agreement by Wrap does not, and the performance of the transactions contemplated herein by Wrap will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Wrap; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to Wrap; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which Wrap is a party.

6. Representations and Warranties of Exotic. Exotic represents and warrants to Wrap as follows:

(a) Exotic is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) Exotic has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by Exotic and the consummation by Exotic of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of Exotic are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of Exotic).

(c) The execution and delivery of this Agreement by Exotic does not, and the performance of the transactions contemplated herein by Exotic will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Exotic; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to Exotic; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which Exotic is a party.

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7. Additional Documents; Further Cooperation As of the Effective Date and from time to time thereafter, at the request of any party and without further consideration, the other party shall execute and deliver such instruments and take such other action as may reasonably be required to carry out the intent of the parties in effecting the transactions contemplated by this Agreement and the Merger.

8. Successors and Assigns; Entire Agreement This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement represents the entire understanding of the parties presently in effect and includes all surviving obligations between them. In addition, the parties agree that any other agreements previously entered into between them with respect to the subject matter hereof are hereby terminated, superseded, and canceled by the execution of this Agreement.

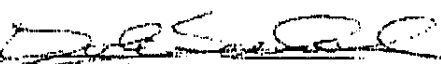
9. Modification; Waiver This Agreement may be modified only by an amendment in writing signed by the parties, and no provision herein may be waived other than by a written instrument signed by the parties.

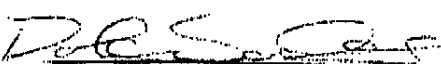
10. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date set forth above.

All Exotic, Inc.

Wrap This, Inc.

By: 
Dale R. Salamacha, President

By: 
Dale R. Salamacha, President