

P05000095484

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Account Name : HAILE, SHAW & PFAFFENBERGER, P.A.
Account Number : 076326003550
Phone : (561) 627-8100
Fax Number : (561) 622-7603

Julie

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MERGER OR SHARE EXCHANGE

HOSPITALITY HOLDINGS ASSOCIATION OF FLORIDA, INC.

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H05-165010

ARTICLES OF MERGER OF
FLORIDA HOSPITALITY ASSOCIATION, INC. *ML-251*
with and intoHOSPITALITY HOLDINGS ASSOCIATION OF FLORIDA, INC. *P05-95484*

Pursuant to the provisions of Section 607.1109, Florida statutes, the undersigned corporations adopt the following Articles of Merger for the purpose of merging Florida Hospitality Association, Inc., a Florida not for profit corporation ("Hospitality"), with and into Hospitality Holdings Association of Florida, Inc., a Florida corporation ("Holdings").

1. The Agreement and Plan of Merger, dated as of July 7th 2005, a copy of which is attached hereto as Exhibit "A" (the "Merger Agreement") was unanimously approved by written consent, dated July 7th 2005, of the Board of Directors of Hospitality.

2. The Merger Agreement was unanimously adopted by the Members of Hospitality, by written consent on the 7th day of July, 2005.

3. No shares of stock having been issued, the Merger Agreement was approved by the Sole Director of Holdings by written consent on the 7th day of July, 2005.

3. The Effective Date of the merger pursuant to the Merger Agreement shall be the date these Articles are filed with the Florida Department of State.

4. Holdings shall be the surviving Corporation and Article One of the Articles of Incorporation for Holdings be and is hereby amended as follows:

"Article One
Name

The name of this Corporation is Florida Hospitality Association, Inc."

5. Upon the Effective Date, each Member of Hospitality shall receive a fifty percent ownership interest in Holdings represented by the issuance of fifty-one (51) shares of the fully paid, non-assessable common stock of Holdings to each member in exchange for their respective membership interest in Hospitality and their membership interest thereafter shall be rescinded and terminated.

Dated: July 7th 2005

Florida Hospitality Association, Inc.

By: 

Tony C. Davenport, President

Hospitality Holdings Association
of Florida, Inc.

By: 

Tony C. Davenport, President

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AGREEMENT AND PLAN OF MERGER

712 This Agreement and Plan of Merger (the "Merger Agreement"), dated this day of July, 2005, pursuant to the provisions of Section 607.1108, Florida Statutes, between FLORIDA HOSPITALITY ASSOCIATION, INC., a Florida not for profit corporation ("Hospitality") and HOSPITALITY HOLDINGS ASSOCIATION OF FLORIDA, INC., a Florida corporation ("Holdings"), Hospitality and Holdings are sometimes collectively referred to as the "constituent corporations").

WITNESSETH:

WHEREAS, the constituent corporations desire to merge into a single corporation; and

WHEREAS, the Articles of Incorporation of Hospitality were filed with the Florida Department of State on January 16, 1996 under file number N96000000251, under the provisions of Chapter 617 of the Florida Statutes; and

WHEREAS, the Articles of Incorporation of Holdings were filed with the Florida Department of State on July 6, 2005, under file number P05000095484, under the provisions of Chapter 607 and currently is authorized to issue 1,000 shares of \$1.00 par value common stock, none of which have been issued or subscribed for; and

WHEREAS, the Board of Directors of Hospitality and the Board of Directors of Holdings, having deemed the merger desirable and in the best interests of the constituent corporations, have adopted resolutions of even date herewith authorizing the execution of this Merger Agreement and directing the officers of the constituent corporations to take such steps as required to effectuate the merger, and

WHEREAS, the Board of Directors of Hospitality has recommended to its members that the merger be approved and members, by unanimous written consent, the merger was approved and ratified;

NOW, THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreements and provisions hereinafter set forth, do hereby subscribe and consent to the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. On the Effective Date, Hospitality shall be merged with and into Holdings and the separate existence of Hospitality shall cease and Holdings shall be the surviving corporation (the "Surviving Corporation").

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2. The Articles of Incorporation for Holdings shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this merger (the "Surviving Articles");

3. Notwithstanding the provisions of Paragraph 2 hereinabove, Article 1 of the Articles of Incorporation of Holdings shall be amended to provide that the name of the Surviving Corporation shall be "Florida Hospitality Association, Inc."

4. Upon consummation of the merger, each member of Hospitality shall receive a fifty percent interest in the Surviving Corporation, represented by the issuance of fifty-one (51) shares of the fully paid, non-assessable shares of the Surviving Corporation to each member in exchange for their respective membership interests in Hospitality, and their membership interest in Hospitality shall be rescinded and terminated.

5. The By-laws of the Surviving Corporation in effect on the Effective Date shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein;

6. The Board of Directors and current officers of the Surviving Corporation on the Effective Date shall remain the Directors and Officers until the next annual meeting of the shareholders and directors of the Surviving Corporation and until their successors are elected, qualified and seated.

7. Upon the Effective Date, all property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other property of every kind and description of Hospitality shall be transferred to and vested in the Surviving Corporation without further deed or act and shall be the property of the Surviving Corporation. Hospitality agrees as and when requested by the Surviving Corporation to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Hospitality acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purpose hereof and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Hospitality or otherwise to take any and all such actions.

8. Upon the Effective Date, all liabilities, obligations and penalties of Hospitality shall be assumed by the Surviving Corporation. No liability or obligation of, due or to become due, or claim or demand for any cause existing against, Hospitality or any member, officer or director thereof shall be released or impaired by virtue of the merger.

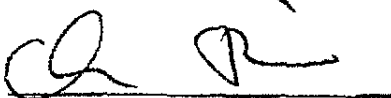
9. Anything herein or elsewhere to the contrary notwithstanding, this Merger Agreement may be amended, terminated or abandoned by the Board of Directors of either of the constituent corporations at any time prior to the date of filing of the Articles of Merger with the Florida Department of State.

6. The Effective Date of the merger shall be upon the filing of the Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the parties to this Merger Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President of each party hereto:

Witnesses:

FLORIDA HOSPITALITY
ASSOCIATION, INC., a
Florida not-for-profit corporation


Sign Name
Ora Tasiri


Print Name


Sign Name
Keith Charlton


Print Name

By: 
Tony C. Davenport, President

HOSPITALITY HOLDINGS
ASSOCIATION OF FLORIDA,
INC., a Florida corporation


Sign Name
Ora Tasiri

Print Name


Sign Name
Keith Charlton

Print Name

By: 
Tony C. Davenport, President

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