

PO6000038490

(Requestor's Name)

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☐ PICK-UP

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(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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100284565141

05/10/16--01025--020 **35.00

04/18/16--01034--026 **35.00

Morgan

MAY 10 2016

R. WHITE

FILED
16 MAY 10 PM 2:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 21, 2016

SEAMUS SMITH
3400 COLLEGE BLVD
LEAWOOD, KS 66211

SUBJECT: TIGHTY WHITEY ENTERPRISES, INC.
Ref. Number: P06000038490

We have received your document for TIGHTY WHITEY ENTERPRISES, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

✓ An additional filing fee of \$35.00 is required.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II

Letter Number: 816A00008288

RECEIVED
16 MAY -6 PM 12:30
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Nolster Corporation
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Seamus Smith

Contact Person

Creative Planning Legal, P.A.

Firm/Company

3400 College Blvd.

Address

Leawood, KS 66211

City/State and Zip Code

smith@creativeplanninglegal.com

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

For further information concerning this matter, please call:

Seamus Smith

Name of Contact Person

At (913) 754-1368

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

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)
Nolster Corporation	Kansas	4790838

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Tighty Whitey Enterprises, Inc.	Florida	P06000038490

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 / / (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

December 31, 2015 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 _____.

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)

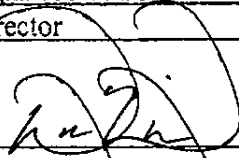
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

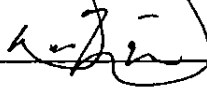
Typed or Printed Name of Individual & Title

Tighty Whitey Enterprises, Inc.



Dean C. Wilson, President

Nolster Corporation



Dean C. Wilson, President

**AGREEMENT AND PLAN OF MERGER OF
TIGHTY WHITEY ENTERPRISES, INC. AND NOLSTER CORPORATION**

This is an Agreement and Plan of Merger, dated 12/31/2015, pursuant to K.S.A. § 17-6702 and § 607.1105 Fla. Stat., between TIGHTY WHITEY ENTERPRISES, INC., a Florida corporation (the "Company"), and NOLSTER CORPORATION, a Kansas corporation (the "Surviving Company").

WITNESSETH:

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

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

WHEREAS, the Company desires to merge itself into the Surviving Company;

WHEREAS, the Surviving Company desires that the Company be merged into itself; and

WHEREAS, the Boards of Directors of the Company and the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger;

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. The Company shall be merged into the Surviving Company pursuant to K.S.A. § 17-6702 and § 607.1105 Fla. Stat. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Kansas. The separate corporate existence of the Company shall cease forthwith upon the Effective Date (as defined below). The merger of the Company into the Surviving Company shall herein be referred to as the "Merger."

2. Stockholder Approval. As soon as practicable after the execution of this Agreement and Plan of Merger, the Company and the Surviving Company shall submit this Agreement and Plan of Merger to their respective stockholders for approval.

3. Effective Date. The Merger shall be effective upon the filing of Articles of Merger with the Secretary of State of the State of Florida and the filing of this Agreement with the Secretary of State of the State of Kansas, which filings shall be made as soon as practicable after all required stockholder approvals have been obtained. The time of such effectiveness shall herein be referred to as the "Effective Date."

4. Common Stock of the Company. On the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each share of Common Stock of the

AGREEMENT AND PLAN OF MERGER
PAGE 2

Company issued and outstanding immediately prior thereto shall cease to exist and shall be changed and converted into an equal amount of Common Stock of the Surviving Company.

5. Common Stock of the Surviving Company. On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and each share of Common Stock of the Surviving Company held in the treasury of the Surviving Company shall remain in the treasury.

6. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of the Company shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Company into which the shares of the Company represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Company or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Surviving Company evidenced by such outstanding certificate as above provided.

7. Succession. On the Effective Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Company in the manner of and as more fully set forth under this Agreement. Without limiting the foregoing, upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Company shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Company and the Surviving Company, respectively. All rights of creditors of the Company and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. Article of Incorporation and By-Laws. The Articles of Incorporation of the Surviving Company in effect on the Effective Date shall continue to be the Articles of Incorporation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect on the Effective Date shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

9. Directors and Officers. The members of the Board of Directors and the officers of the Surviving Company on the Effective Date shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

AGREEMENT AND PLAN OF MERGER
PAGE 3

10. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Company are fully authorized in the name and on behalf of the Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11. Amendment. This Agreement and Plan of Merger may be amended by the Boards of Directors of the Company and the Surviving Company at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the stockholders of either the Company or the Surviving Company shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (2) alter or change any term of the Article of Incorporation of the Surviving Company to be effected by the Merger or (3) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class or series of the stock of such corporation.

12. Governing Law. This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Kansas.

13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, as of the date first above written.

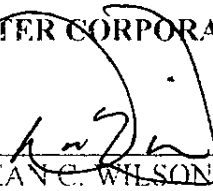
TIGHTY WHITEY ENTERPRISES, INC.

By: _____

DEAN C. WILSON, President

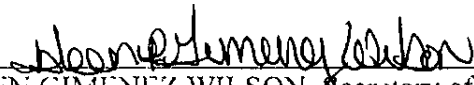
AGREEMENT AND PLAN OF MERGER
PAGE 4

NOLSTER CORPORATION

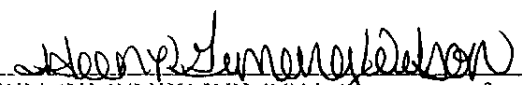
BY: 
DEAN C. WILSON, President

CERTIFICATIONS OF SHAREHOLDER APPROVAL

On this 31 day of 12/2015, the undersigned Secretary of TIGHTY WHITEY ENTERPRISES, INC., hereby certifies that the above Agreement and Plan of Merger was adopted unanimously at a special meeting of the shareholders of such corporation.


ISLEEN GIMENEZ WILSON, Secretary of
TIGHTY WHITEY ENTERPRISES, INC.

On this 31 day of 12/2015, the undersigned Secretary of NOLSTER CORPORATION, hereby certifies that the above Agreement and Plan of Merger was adopted unanimously at a special meeting of the shareholders of such corporation.,


ISLEEN GIMENEZ WILSON, Secretary of
NOLSTER CORPORATION



**CREATIVE
PLANNING**

Legal, P.A.

May 2, 2016

Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

RE: TIGHTY WHITEY ENTERPRISES, INC.

Dear Sir/Madam:

As per your letter of April 21, 2016, we have provided an additional filing fee of \$35 with the attached Articles of Merger.

Should you have any questions, please feel free to contact Seamus or me.

Sincerely,

Katie Hazelitt, Paralegal
On behalf of Seamus Smith, Attorney

kh
Encl

3400 College Blvd. Leawood, KS 66211
direct 913.327.9455 fax 913.754.1363
info@creativeplanninglegal.com

CREATIVEPLANNINGLEGAL.COM