

PO6000140313

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Pizza Fusion Holdings, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$70.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
Pizza Fusion Holdings, Inc.	Florida	P06000140313

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Pizza Fusion Acquisition Subsidiary, Inc.	Florida	P15000046341

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 June 22, 2015

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 May 26, 2015 and shareholder approval was not required.

(Attach additional sheets if necessary)

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PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Pizza Fusion Holdings, Inc.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Pizza Fusion Acquisition Subsidiary, Inc.	Florida
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

See insert Third and Fourth attached hereto.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

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THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

None.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

None.

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PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

The name and jurisdiction of each subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

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If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

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PLAN OF MERGER - INSERT THIRD

A. The obligations of PF Hospitality to complete the merger are subject to the satisfaction of the following conditions which have been met or waived:

1. Accuracy of Representations and Performance of Covenants. The representations and warranties made by PF Holdings and PF Holdings Shareholders were true when made and are true at the Effective Date. PF Holdings shall have performed or complied with all covenants and conditions required by a merger agreement entered into among PF Hospitality, PF Acquisition and PF Holdings (the "Agreement") to be performed or complied with by PF Holdings prior to or at the Effective Date. PF Hospitality shall be furnished with a certificate, signed by a duly authorized executive officer of PF Holdings and dated the Effective Date, to the foregoing effect.

2. Officer's Certificate. PF Hospitality shall have been furnished with a certificate dated the Effective Date and signed by a duly authorized officer of PF Holdings to the effect that no litigation, proceeding, investigation, or inquiry is pending, or to the best knowledge of PF Holdings threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by the Agreement, or, to the extent not disclosed in PF Holdings Schedules, by or against PF Holdings, which might result in any material adverse change in any of the assets, properties, business, or operations of PF Holdings.

3. Good Standing. PF Hospitality shall have received a certificate of good standing from the Secretary of State of Florida or other appropriate office, dated as of a date within ten days prior to the Effective Date certifying that PF Holdings is in good standing as a corporation in the State of Florida.

4. Minimum PF Holdings Shareholders. This Agreement shall have been approved by the holders of not less than 51% of PF Holdings common stock outstanding, unless a lesser number is agreed to by PF Hospitality.

5. No Governmental Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

6. Consents. All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of PF Holdings after the Effective Date on the basis as presently operated shall have been obtained.

7. PF Hospitality shall have received a list containing the name, address, and number of shares held by PF Holdings Shareholders as of the date of Effective Date, certified by an executive officer of PF Holdings as being true, complete and accurate;

8. PF Hospitality shall have received such further opinions, documents, certificates or instruments relating to the transactions contemplated hereby as PF Hospitality may reasonably request; and

9. PF Hospitality shall have received PF Holdings Financial Statements as provided for in Sections 1.04(a) and (b) of the Agreement.

B. The obligations of PF Holdings under the Agreement is subject to the satisfaction of PF Holdings, at or before the Effective Date, of the following conditions:

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1. Accuracy of Representations and Performance of Covenants. The representations and warranties made by PF Hospitality in the Agreement were true when made and shall be true as of the Effective Date (except for changes therein permitted by the Agreement) with the same force and effect as if such representations and warranties were made at and as of the Effective Date. Additionally, PF Hospitality shall have performed and complied with all covenants and conditions required by the Agreement to be performed or complied with by PF Hospitality.

2. Officer's Certificate. PF Holdings shall have been furnished with certificates dated the Effective Date and signed by duly authorized executive officers of PF Hospitality, to the effect that no litigation, proceeding, investigation or inquiry is pending, or to the best knowledge of PF Hospitality threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by the Agreement or, to the extent not disclosed in PF Hospitality Schedules, by or against PF Hospitality, which might result in any material adverse change in any of the assets, properties or operations of PF Hospitality.

3. Good Standing. PF Holdings shall have received a certificate of good standing from the Secretary of State of Nevada or other appropriate office, dated as of a date within ten days prior to the Effective Date certifying that PF Hospitality is in good standing as a corporation in the State of Nevada and has filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

4. No Governmental Prohibition. No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits the consummation of the transactions contemplated hereby.

5. Approval by PF Hospitality Board of Directors and its Shareholders. PF Hospitality's board of directors and its shareholders shall have approved the Exchange and the following (the "Corporate Actions"):

a. effect a 1:2,000 reverse stock split of PF Hospitality's issued and outstanding common stock (the "Reverse Stock Split");

b. designate 2,000,000 shares of its Preferred Stock as Series A Preferred Stock (the "Series A Preferred Stock") as set forth in the form of Certificate of Designation of Preferences, Rights and Limitations of Series A Preferred Stock attached hereto as Exhibit B; and

c. change the name of PF Hospitality to PF Hospitality Group, Inc.

6. Consents. All consents, approvals, waivers or amendments pursuant to all contracts, licenses, permits, trademarks and other intangibles in connection with the transactions contemplated herein, or for the continued operation of PF Hospitality after the Effective Date on the basis as presently operated shall have been obtained including approval of the Corporate Actions by FINRA.

7. PF Holdings shall receive a shareholder's report reflective of all PF Hospitality shareholder's which does not exceed 100,016 shares of PF Hospitality common stock (after giving effect to the Reverse Stock Split) issued and outstanding as of the day prior to the Effective Date and no shares of preferred stock outstanding (except for the 2,000,000 shares of Series A Preferred Stock to be issued to Randy Romano and Vaughan Dugan as provided for in Section 6.08(h)).

8. The PF Holdings Shareholders shall have received further opinions, documents, certificates, or instruments relating to the transactions contemplated hereby as PF Holdings may reasonably request.

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9. This Agreement shall have been approved by PF Holdings Shareholders holding at least 51% of the shares of PF Holdings common stock.

10. Appointment of Directors and Officers. PF Hospitality shall have appointed Randy Romano and Vaughan Dugan as directors of PF Hospitality.

11. PF Hospitality shall have assumed the obligations of PF Holdings under the June 1, 2013 Employment Agreements entered into between PF Holdings and Mr. Dugan and PF Holdings and Mr. Romano.

12. David Kugelman shall have resigned as President, Chief Executive Officer and Director of PF Hospitality but shall remain as an advisor in a non-official capacity to assist in the transition pursuant to a written agreement which will include the duration of such assistance, a description of the services to be provided, and the amount of any compensation to be paid.

13. The holders of PF Hospitality's convertible debt in the original principal amount of \$65,600 (the "Convertible Debt") shall have entered into an amendment to their respective promissory notes that make up the Convertible Debt to provide for conversion of the Convertible Debt, plus accrued and unpaid interest, into 40,000,000 shares of PF Hospitality Common Stock after giving effect to the Reverse Stock Split (the "Convertible Note Amendment"). In addition, the Convertible Debt Amendment shall include a clause that states that PF Hospitality's sole obligation to satisfy the debt under the Convertible Debt is to issue shares of its Common Stock as provided for in the Convertible Debt instrument, as amended by the Convertible Note Amendment and PF Hospitality shall have no obligation to pay in cash the principal amount due, including accrued interest under the Convertible Debt.

14. Messrs. Romano and Dugan will each have entered into a securities purchase agreement entitling each of them to purchase 21,441,366 shares of Company Common Stock (after giving effect to the Reverse Stock Split) at a price of \$.0001 per share.

15. Mr. Romano and Dugan will each have entered into a securities purchase agreement entitling each of them to purchase 1,000,000 shares of the Series A Preferred Stock at a price of \$.0001 per share.

PLAN OF MERGER – ATTACHMENT TO ITEM FOURTH

Each share of Pizza Fusion Holdings, Inc. ("PF Holdings") Common Stock outstanding immediately prior to the effective date of the Merger as provided for in this Plan of Merger (the "Effective Date") shall be converted solely into the right to receive: (x) one and one-half (1 ½) shares of the Common Stock of PF Hospitality Group, Inc. ("PF Hospitality") for each share of PF Holdings Common Stock (an aggregate of 17,117,268 shares of PF Hospitality Common Stock) and (y) warrants to purchase one share of PF Hospitality's common stock for each share of PF Holdings common stock (an aggregate of 11,411,512 shares of PF Hospitality's common stock), with an exercise price equal to \$0.25 per share for a period of three years from the date of issuance (the "Warrants").

At the Effective Date, Pizza Fusion Acquisition Subsidiary, Inc. ("PF Acquisition") shall be merged with and into PF Holdings, and the separate existence of PF Acquisition shall cease. PF Holdings will continue as the surviving corporation in the merger.

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