

P08000008707

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
HONC ENTERPRISES, INC.

Certificate of Status	0
Certified Copy	1
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13 JAN -2 AM 8:10

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

12 DEC 31 PM 4:46

PLEASE GIVE ORIGINAL SUBMISSION
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Merger
1/2 1/3 DC



January 2, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HONC ENTERPRISES, INC.
1130-1 PONDELLA RD.
CAPE CORAL, FL 33909US

SUBJECT: HONC ENTERPRISES, INC.
REF: P08000008707

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

In the agreement and plan of merger the first paragraph and 1st line the date is blank.

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.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: H12000305532
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SEAL OF THE STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

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**ARTICLES OF MERGER
OF
HONC MARINE SERVICES, INC.
AND
HONC MARINE CONTRACTING, INC.
INTO
HONC ENTERPRISES, INC.**

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HONC MARINE SERVICES, INC., HONC MARINE CONTRACTING, INC., and HONC ENTERPRISES, INC., each a Florida corporation, acting in compliance with the provisions of Section 607.1104, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the parent corporation is Honc Enterprises, Inc. ("Enterprises"), a Florida corporation (Florida Document No. P08000008707), which is the surviving corporation.

2. The names and jurisdictions of the subsidiary corporations, which are the merging corporations, are as follows:

(a) Honc Marine Services, Inc. ("Destruction"), a Florida corporation (Florida Document No. P02000015282).

(b) Honc Marine Contracting, Inc. ("Contracting"), a Florida corporation (Florida Document No. P97000038783).

3. The manner and basis of converting the shares of the subsidiaries into shares of the parent as follows: Pursuant to the merger, all of the outstanding shares of stock of Destruction and Contracting will be cancelled. No new shares of stock in Enterprises will be issued. Each share of common stock of Enterprises that is issued and outstanding on the Effective Date shall continue and remain unchanged as one share of common stock of Enterprises.

4. The Agreement and Plan of Merger, merging Destruction and Contracting into Enterprises, was approved by all of the members of the boards of directors of Enterprises, Destruction and Contracting and all of the shareholders of Enterprises, Destruction and Contracting on December 28, 2012.

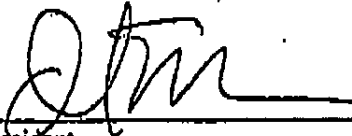
5. The merger shall become effective on December 31, 2012 at 11:59 p.m.

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HONC MARINE SERVICES, INC.

Dated: 12/28/12

By: 
President

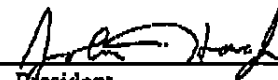
HONC MARINE CONTRACTING, INC.

Dated: 12/28/12

By: 
President

HONC ENTERPRISES, INC.

Dated: 12/28/12

By: 
President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 31 day of December, 2012, by and between **HONC MARINE SERVICES, INC.**, ("Destruction"), **HONC MARINE CONTRACTING, INC.** ("Marine") and **HONC ENTERPRISES, INC.** ("Enterprises"), all being corporations organized and existing under the laws of the State of Florida. Destruction, Contracting and Enterprises are sometimes collectively referred to in this Agreement as the "Constituent Corporations" and are sometimes referred to individually as a "Constituent Corporation".

WITNESSETH:

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable and for the general welfare of such corporation and its shareholders that Destruction and Contracting merge with and into Enterprises and that Enterprises merge Destruction and Contracting with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Destruction, by its Articles of Incorporation, has an authorized capitalization of 10,000,000 shares of common stock, \$.01 par value, of which 100 shares are now issued and outstanding; and

WHEREAS, Contracting, by its Articles of Incorporation, has an authorized capitalization of 100,000 shares of common stock, \$.01 par value, of which 100 shares are now issued and outstanding; and

WHEREAS, Enterprises, by its Articles of Incorporation, has an authorized capitalization of 750 shares of common stock, no par value, of which 100 shares are now issued and outstanding.

NOW, THEREFORE, the Constituent Corporations, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

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The Constituent Corporations have agreed and do hereby agree each with the other that Destruction and Contracting shall be merged with and into Enterprises, and that Enterprises shall merge Destruction and Contracting with and into itself. Enterprises shall be the surviving corporation in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. **EFFECTIVE DATE.**

The merger provided for in this Agreement shall become effective and the Constituent Corporations shall be deemed to have merged as of December 31, 2012 at 11:59 p.m. (the "Effective Date").

3. **MANNER OF CONVERTING SHARES.**

Immediately prior to the merger, stock ownership of Destruction, Contracting and of Enterprises is as shown below:

Stock Ownership Prior to Merger

	<u>Shares of Destruction</u>	<u>Shares of Contracting</u>	<u>Shares of Enterprises</u>
Enterprises	100	100	
David S. Mulicka, as Trustee of the David S. Mulicka Trust dated October 4, 2005			30
Cheryl S. Hone and John P. Hone, as Trustees of the Cheryl S. Hone Revocable Living Trust Agreement U/A dated September 28, 2004			35
John P. Hone and Cheryl S. Hone, as Trustees of the John P. Hone Revocable Living Trust Agreement U/A dated September 28, 2004			35

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Pursuant to the merger, all of the outstanding shares of stock of Destruction and Contracting will be cancelled. No new shares of stock in Enterprises will be issued. Each share of common stock of Enterprises that is issued and outstanding on the Effective Date shall continue and remain unchanged as one share of common stock of Enterprises.

4. **EFFECT OF THE MERGER.**

(a) **Existence of Destruction and Contracting.** On the Effective Date, the separate existences of Destruction and Contracting shall cease and they shall be merged with and into Enterprises. Thereupon, all the property, real, personal, and mixed, and all interest therein, of Destruction and Contracting and all debts due to each of them, shall be transferred to and invested in Enterprises without further act or deed and without reversion or impairment. Enterprises shall thenceforth be responsible and liable for all the liabilities and obligations of Destruction and Contracting.

(b) **Articles of Incorporation.** The Articles of Incorporation of Enterprises, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Enterprises and shall not be changed or amended by the merger.

(c) **By-laws.** The By-laws of Enterprises, as in effect on the Effective Date, shall continue in full force and effect as the By-laws of Enterprises and shall not be changed or amended by the merger.

(d) **Board of Directors; and Officers.** Until altered by the shareholders or directors, as the case may be, of Enterprises, the duly elected Board of Directors and officers of Enterprises shall continue to serve as the officers and directors of Enterprises and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the sole shareholder of Destruction, to the sole shareholder of Contracting, and to the shareholders of Enterprises for approval. The unanimous affirmative vote of the holder of all of the shares of Destruction entitled to vote, the unanimous affirmative vote of the holder of all the shares of Contracting entitled to vote, and the unanimous affirmative vote of the holder of all of the shares of Enterprises entitled to vote shall be required for such approval.

6. **REPRESENTATIONS AND WARRANTIES OF DESTRUCTION.**

Destruction hereby represents and warrants to Enterprises that:

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(a) **Organization and Standing.** Destruction is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Destruction's Authorized Capital Stock.** Destruction's authorized capital stock consists of 10,000,000 shares of common stock, \$.01 par value, of which 100 shares are issued and outstanding, fully paid and non-assessable. There are no options, warranties or rights outstanding to purchase shares of the common stock of Destruction.

(c) **Subsidiaries.** Destruction has no subsidiaries.

(d) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Destruction. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of Destruction by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(e) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or By-laws of Destruction, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Destruction is subject or to which Destruction is a party.

(f) **No Liabilities.** Except to the extent previously disclosed to Enterprises, Destruction has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

7. **REPRESENTATIONS AND WARRANTIES OF Contracting.**

Contracting hereby represents and warrants to Enterprises that:

(a) **Organization and Standing.** Contracting is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Contracting's Authorized Capital Stock.** Contracting's authorized capital stock consists of 100,000 shares of common stock, \$.01 par value, of which 100 shares are issued and outstanding, fully paid and non-assessable. There are no options, warranties or rights outstanding to purchase shares of the common stock of Contracting.

(c) **Subsidiaries.** Contracting has no subsidiaries.

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(d) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Contracting. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of Contracting by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(e) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or By-laws of Contracting, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Contracting is subject or to which Contracting is a party.

(f) **No Liabilities.** Except to the extent previously disclosed to Enterprises, Contracting has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

8. **REPRESENTATIONS AND WARRANTIES OF Enterprises.**

Enterprises hereby represents and warrants to Destruction and Contracting that:

(a) **Organization and Standing.** Enterprises is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Authorized Capital Stock.** Enterprises's authorized capital stock consists of 750 shares of common stock, no par value, of which 100 shares are issued and outstanding.

(c) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Enterprises. Except for the shareholder approval as required by Section 5 of this Agreement, no further corporate action is required by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of Enterprises, enforceable against Enterprises in accordance with its terms.

(d) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of Enterprises, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of Enterprises is subject or to which Enterprises is a party.

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9. **GENERAL PROVISIONS.**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** Enterprises shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination.** This Agreement may be terminated or amended by the mutual consent of the Boards of Directors of the Constituent Corporations, whether before or after approval of this Agreement by the sole shareholder of Destruction, by the sole shareholder of Contracting or by the sole shareholder of Enterprises.

(e) **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.


(f) **Further Assurances.** Destruction and Contracting agree that from time to time following the Effective Date, as and when requested by Enterprises, they will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Enterprises may deem necessary or desirable, in order more fully to vest in and confirm to Enterprises title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

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IN WITNESS WHEREOF, each corporation that is a party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

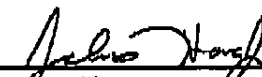
HONC MARINE SERVICES, INC.

By: 
President

HONC MARINE CONTRACTING, INC.

By: 
President

HONC ENTERPRISES, INC.

By: 
President

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