

PO9000018254

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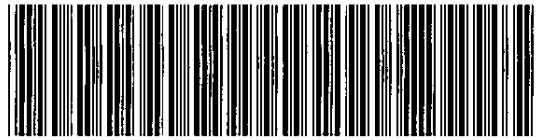
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Merger

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 MAY -4 AM 11:40

T. Roberts MAY 08 2009

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Hoosier Daddy, Inc.,
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Erik R. Lieberman
(Contact Person)

Kanetsky, Moore & DeBoer, P.A.
(Firm/Company)

PO Box 1767
(Address)

Venice, FL 34284
(City/State and Zip Code)

For further information concerning this matter, please call:

Erik R. Lieberman At (941) 486-3104
(Name of Contact Person) (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)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

09 MAY -4 AM 11:40

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)
Hoosier Daddy, Inc.	Florida	P09000018254

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Hoosier Daddy, Inc.	California	

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 04 / 14 / 2009 (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.)

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 April 1, 2009.

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 April 1, 2009.

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

Hoosier Daddy, Inc.

David W. Wollert

David W. Wollert, President (California)

Hoosier Daddy, Inc.,

Donna M. Wollert

Donna M. Wollert, President (Florida)

00966472

AGREEMENT OF MERGER

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

APR 14 2009

THIS AGREEMENT OF MERGER, dated as of April 1, 2009, between Hoosier Daddy, Inc., A Florida corporation (hereinafter referred to as "Surviving Corporation"), and Hoosier Daddy, Inc., a California corporation (hereinafter referred to as "Disappearing Corporation").

WITNESSETH:

WHEREAS, Surviving Corporation is a Florida corporation authorized to issue Five Hundred (500) shares of One Dollar (\$1.00) Par Value Common Stock, of which there are outstanding at the date hereof One Hundred (100) shares.

WHEREAS, Disappearing Corporation is a California corporation authorized to issue Ten Thousand (10,000) shares of No Par Value Common Stock, of which there are outstanding at the date hereof Three Hundred (300) shares.

NOW, THEREFORE, Surviving Corporation and Disappearing Corporation agree, subject to obtaining the approvals specified in Paragraph 6 hereafter, to merge on the following terms and conditions:

1. **MERGER**

On the Effective Date (as defined in Paragraph 6 herein), Disappearing Corporation shall merge with and into Surviving Corporation; the corporate existence of Surviving Corporation shall continue; the separate corporate existence of the Disappearing Corporation shall cease. The corporate identity, existence, name, purposes, franchises, powers, rights and immunities of Surviving Corporation shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, name, purposes, franchises, powers, rights and immunities of Disappearing Corporation shall be merged into Surviving Corporation which shall be fully vested therewith. Surviving Corporation shall be subject to all of the debts and liabilities of Disappearing Corporation as if Surviving Corporation had itself incurred them and all rights of creditors and all liens upon the property of each of Surviving Corporation and Disappearing Corporation shall be preserved, unimpaired, provided that such liens, if any, upon the property of Disappearing Corporation shall be limited to the property affected thereby immediately prior to the Effective Date.

2. **ARTICLES OF INCORPORATION AND BYLAWS**

A. The Articles of Incorporation of Surviving Corporation, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) its Articles of Incorporation.

B. The Bylaws of Surviving Corporation, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) its Bylaws.

3. **DIRECTORS AND OFFICERS.**

The Directors and officers of Surviving Corporation from and after the Effective Date (until changed in accordance with applicable laws and the Articles of Incorporation and Bylaws of Surviving Corporation) shall be:

A. Directors

David W. Wollert
Donna M. Wollert

B. Officers

Donna M. Wollert	President
David W. Wollert	Secretary
David W. Wollert	Treasurer

4. EFFECT OF MERGER ON OUTSTANDING SHARES

A. Surviving Corporation

The shares of Surviving Corporation outstanding on the Effective Date shall not be changed or converted as a result of the merger but shall remain outstanding as shares of Surviving Corporation.

B. On the Effective Date, the issued and outstanding shares of Disappearing Corporation shall be converted into an aggregate of One Hundred Fifty (100) shares of No Par Value Common Stock of Surviving Corporation (each outstanding common share of the Disappearing Corporation shall be converted into .333334 shares of common stock of the Surviving Corporation- exchange ratio of 1 to .333334) as follows:

Shareholder	Number of Shares of Disappearing Corporation To Be Surrendered	Number of Shares of Surviving Corporation To Be Received
David W. Wollert	150	50
Donna M. Wollert	150	50

5. SURRENDER OF SHARE CERTIFICATES

After the Effective Date, each holder of an outstanding certificate evidencing common shares of Disappearing Corporation shall surrender the same, duly endorsed as Surviving Corporation may require, to Surviving Corporation or its agent for cancellation. Thereupon, each holder shall receive in exchange therefor, a certificate or certificates representing the number of full common shares of Surviving Corporation to which such holder shall be entitled as provided in Paragraph 4 above.

6. EFFECTIVE DATE

Surviving Corporation and Disappearing Corporation shall each take, or cause to be taken, all such actions, or do, or cause to be done, all such things as are necessary, proper or advisable under the laws of the State of California and Florida to make effective the merger herein provided, subject, however,

to receipt of any required approval by outstanding shares of either Surviving Corporation or Disappearing Corporation in accordance with California and Florida law and subject also to completion of any necessary qualification of securities under the Corporate Securities Laws of California and Florida and to compliance with all other applicable laws. Unless this Agreement of Merger shall be terminated as herein provided, Surviving Corporation and Disappearing Corporation each agree to use its best efforts, subject to the foregoing conditions, to take, or cause to be taken, all actions as aforesaid. Upon compliance with applicable laws and upon receipt of any required approval of the outstanding shares of either Surviving Corporation or Disappearing Corporation, a copy of this Agreement of Merger with an officer's certificate of each of Surviving Corporation and Disappearing Corporation as required by Section 1103 of the California Corporations Code, shall be filed in the Office of the California Secretary of State. The merger shall become effective ("Effective Date") as prescribed by law.

7. OPERATION OF BUSINESS PENDING CONSUMMATION OF MERGER

Prior to the Effective Date, neither Surviving Corporation nor Disappearing Corporation shall, without the prior written approval of the other, (a) engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement of Merger, or (b) issue, sell or subdivide any of its shares, or (c) issue any shares, any options, warrants or rights to purchase any shares or any securities convertible into, or exchangeable for, any shares, or (d) declare or pay any dividends on its common shares or make any other distribution on any of its shares.

8. TERMINATION OR ABANDONMENT

This Agreement of Merger may be terminated, and the merger hereby provided for abandoned, at any time prior to the Effective Date (a) by the consent of the respective Boards of Directors of both Surviving Corporation and Disappearing Corporation, or (b) if in the opinion of the Board of Directors of either Surviving Corporation or Disappearing Corporation, evidenced by a certified copy of resolutions of such Board, filed with the other party to this Agreement of Merger, the merger is impractical or undesirable by reason of the fact that demands of dissenting shareholders of either corporation, for purposes of their shares, are so great in amount as to render the merger inadvisable. In the event of termination of this Agreement of Merger in accordance with the provisions contained herein, neither Surviving Corporation nor Disappearing Corporation or their respective Boards of Directors or shareholders shall be liable to the other or its Directors or shareholders.

9. REPRESENTATIONS AND WARRANTIES

A. Surviving Corporation represents and warrants to Disappearing Corporation that it has not incurred any liabilities in addition to the ones disclosed on its financial statements dated February 28, 2009, copies of which were delivered to Disappearing Corporation, except in the ordinary course of business.

B. Disappearing Corporation represents and warrants to Surviving Corporation that it has not incurred any liabilities in addition to the ones disclosed on its financial statements dated February 28, 2009, copies of which were delivered to Surviving Corporation, except in the ordinary course of business.

10. OTHER PROVISIONS

A. Governing Law

This Agreement of Merger shall be governed by the laws of the State of California.

B. Entire Agreement

This Agreement of Merger contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

C. Counterparts

This Agreement of Merger may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement of Merger.

D. Notices

All notices given under any of the provisions of this Agreement of Merger shall be deemed to have been duly given if mailed by certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses listed below, or to such other address as may be designated in writing by any party hereto to the other.

Surviving Corporation:

Donna M. Wollert, President
321 N. Boulevard of Presidents
Sarasota, Florida 34236

Disappearing Corporation:

David W. Wollert, President
c/o 3205 Ocean Park Boulevard, Suite 200
Santa Monica, California 90405

E. Vesting

Disappearing Corporation shall, from time to time, upon request of Surviving Corporation, execute and deliver all such documents and instruments and take all such action as Surviving Corporation may request in order to vest, or evidence the vesting in Surviving Corporation, of title to and possession of all rights, properties, assets and business of Disappearing Corporation, or otherwise to carry out the full intent and purpose of this Agreement of Merger.

IN WITNESS WHEREOF, Surviving Corporation and Disappearing Corporation have caused this Agreement of Merger to be executed as of the date and year first above written.

HOOSIER DADDY, INC., a Florida
Corporation

By: Donna M. Wollert
DONNA M. WOLLERT, President

By: David W. Wollert
DAVID W. WOLLERT, Secretary

HOOSIER DADDY, INC., a California
Corporation

By: David W. Wollert
DAVID W. WOLLERT, President

By: Donna M. Wollert
DONNA M. WOLLERT, Secretary