

PO 9000102749

Florida Department of State
Division of Corporations
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RE-SUBMIT

To:

Division of Corporations
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date of submission 12/28/09

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: mross@horanlegal.com**MERGER OR SHARE EXCHANGE**
Western Strategic Investments, Inc.

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Page Count	10
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Merger

DEC 31 2009



December 28, 2009

FLORIDA DEPARTMENT OF STATE

Division of Corporations

WESTERN STRATEGIC INVESTMENTS, INC.
7373 BLACK WALNUT WAY
LAKEWOOD RANCH, FL 34202

SUBJECT: WESTERN STRATEGIC INVESTMENTS, INC.
REF: P09000102749

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

The current name of the entity is as referenced above. Please correct your document accordingly.

SECTIONS FIFTH AND SIXTH BOTH MENTION THE ADOPTION BY THE SURVIVING CORPORATION. THE ADOPTION BY THE MERGING CORPORATION IS NOT LISTED?????

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) 245-6906.

Darlene Connell
Regulatory Specialist II

FAX Aud. #: E09000264264
Letter Number: 509A00039306

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2009 DEC 29 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

WESTERN STRATEGIC INVESTMENTS, INC.

ARTICLES OF MERGER

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 is WESTERN STRATEGIC INVESTMENTS, INC., A Florida corporation.

SECOND: The name and jurisdiction of each merging corporation is WESTERN STRATEGIC INVESTMENTS, INC., a California corporation.

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.

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on December 01, 2009 and shareholder approval was not required.

SIXTH: The Plan of Merger was adopted by the board of directors of the merging corporation on December 01, 2009 and shareholder approval was not required.

SEVENTH: Signatures for each corporation.

WESTERN STRATEGIC INVESTMENTS, INC., a Florida corporation

By: 
CHRISTOPHER J. CONNALLY, President

WESTERN STRATEGIC INVESTMENTS, INC., a California corporation

By: 
CHRISTOPHER J. CONNALLY, President

09 DEC 28 PM 3:41
FILED
STATE OF FLORIDA
DEPARTMENT OF STATE

WESTERN STRATEGIC INVESTMENTS, INC.

PLAN OF MERGER

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 (hereinafter "Surviving Corporation") is WESTERN STRATEGIC INVESTMENTS, INC., a Florida corporation.

SECOND: The name and jurisdiction of the merging corporation (hereinafter "Disappearing Corporation") is WESTERN STRATEGIC INVESTMENTS, INC., a California corporation.

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

Surviving Corporation has represented that it is Western Strategic Investments, Inc. a Florida corporation.

Disappearing Corporation represent that it is Western Strategic Investments, Inc. a California corporation.

1. Merger: On the effective date, the disappearing corporation shall merge into the surviving corporation (the "Merger"); the corporate existence of the surviving corporation shall continue; and the separate corporate existence of 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 vest in Surviving Corporation. 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 Surviving Corporation and Disappearing Corporation shall be preserved unimpaired, provided that liens, if any, upon the property of the Disappearing Corporation shall be limited to property affected by those liens immediately prior to the Effective Date.

2. Articles of Incorporation and Bylaws: The Articles of Incorporation and Bylaws 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 and Bylaws respectively.

3. Directors and Officers: The directors and officers of Surviving Corporation from and after the Effective Date (until change in accordance with applicable law and the Articles of Incorporation and Bylaws of Surviving Corporation shall be: CHRISTOPHER J. CONNALLY.

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) Disappearing Corporation. On the Effective Date, each issued and outstanding common share of Disappearing Corporation shall be converted into one (1) common share, without par value of Surviving Corporation, subject to adjustment as provided in this Agreement. Cash will be paid in lieu of fractional shares, based upon the market value of common shares of Surviving Corporation on the Effective Date as determined by the board of directors of Surviving Corporation in office immediately after the Effective Date; provided, however, that if the fraction of a share which any holder would otherwise be entitled to receive cash in lieu of the fractional share is less than one-half

of one percent of the total shares that holder is entitled to receive shall be rounded off to the nearest whole share (if the fraction is one half of the share exactly, the number of shares shall be rounded up to the next higher whole share).

5. Representations and Warranties. Disappearing Corporation and Surviving Corporation each represents as to itself that there has been no material adverse change in its business, financial condition, results of operation, prospects, properties, or capitalization, taken as a whole, since the date of its most recent financial statements, a copy of which has been delivered to the other party. Disappearing Corporation and Surviving Corporation each represents as to itself that (a) there is no pending or threatening judicial or administrative proceeding or investigation affecting if that (i) if resolved adversely to it would have material adverse effect on its business or (ii) could reasonably be expected to impair its ability to consummate the merger; and (b) it is not aware of any judicial or administrative decision affecting that it could reasonably be expected to impair its ability to consummate the merger. Disappearing Corporation and Surviving Corporation each represents that it has delivered or made available to the other accurate and complete copies of all its unaudited financial statements for the past ten years ending December 31, 2008.

6. Covenants.

(a) Filings and Approvals. Each party will cooperate with the other in preparation and filing, as soon as possible, of all necessary applications, filings, and other documents with respect to the merger.

(b) Public Announcements. No party will make any public announcement concerning the merger before discussing it with the other party.

(c) Access. Subject to applicable laws and regulations, each party will give the other party

and its representatives full access during normal business hours to all of its properties, books, records, documents, personnel, auditors, and counsel. All non-public information obtained through this access shall be kept confidential by each party until January 1, 2010.

(d) Adverse Event. (i) If an event occurs that will materially and adversely affect a party's business or its ability to carry out the merger, or (ii) if a party determines that it is or will be unable to comply with any of its obligations under this Agreement or fulfill any conditions under its control, that party shall promptly notify the other.

(e) Stockholder Actions. Each party will submit the principal terms of this Agreement to its shareholders for approval as soon as practicable.

7. Surrender of Share Certificates. After the Effective Date, each holder of an outstanding certificate evidencing common shares of Disappearing Corporation shall surrender that certificate, duly endorsed as Surviving Corporation may require, to Surviving Corporation for cancellation. Each holder shall promptly receive in exchange for the surrendering certificate a certificate or certificates representing the number of full common shares of Surviving Corporation to which that holder shall be entitled to as provided in this Agreement and shall also be entitled to receive dividends on those dividends declared as paid on those shares between the Effective Date and the date of issuance of the certificate for the common shares in an amount equivalent to the amount of dividends declared and paid for on those shares between the Effective Date and the date of issuance of the certificate for the common shares. Each holder of certificates surrendered in this fashion shall also be entitled to receive upon surrendering the certificates the amount of cash, if any, payable in lieu of fractional shares otherwise issuable to that holder. A holder of certificates for common shares of Disappearing Corporation, as such, shall not be entitled to receive any dividends unless and until, and only to the

extent that, that holder shall have actually been issues certificates for common shares of Surviving Corporation as otherwise provided above.

8. 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 Florida to make effective the merger provided in the Agreement, subject, however, to receipt of any required approval by outstanding shares of either in accordance with Florida law and subject also to completion of any necessary qualification of securities under the Corporate Securities Law of Florida and to compliance with all other applicable laws. Unless this Agreement shall be terminated in accordance with its provisions, Surviving Corporation and Disappearing Corporation each agrees to use its best efforts, subject to the foregoing conditions, to take or cause to be taken all actions as set forth above. Upon compliance with acceptable laws, and upon receipt of any required approval of the outstanding shares of either party, a copy of this Agreement of Merger with an officer's certificate of each of Surviving Corporation and Disappearing Corporation as required by the Florida Corporations Code. The merger shall be come effective upon such filing. The date of which the merger so becomes effective is referred to int his Agreement as the "Effective Date."

9. 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) amend its articles of incorporation or bylaws; (b) engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement; or (c) issue, sell, or subdivide any of its shares; or (d) issue any shares, any options, warrants, or rights to purchase any shares or any securities convertible into or exchangeable for any shares; or (e)

declare or pay any dividend or make any distribution on any of its shares; or (f) purchase or redeem any of its outstanding shares.

10. Conditions Precedent. The obligations of each party to complete the merger are subject to the following conditions:

(a) Corporate Approval. All corporate actions necessary to authorize the execution, delivery, and performance of this Agreement shall have been duly and validly taken by the other party. If required by applicable law, the shareholders of each party shall have approved the merger.

(b) Approval from Government Agencies. All government approvals and other actions required to effect the merger and related transactions shall have been obtained, without conditions or restrictions that the affected party reasonably considers unduly burdensome.

(c) Representations and Compliance. The representations and warranties of the other party in the Agreement shall be true on the Effective Date with the same effect as though made on and as of the Effective Date with the same effect as though made on and as of the Effective Date, except for any changes contemplated by this Agreement. Each other party shall have complied with all agreements to be performed by it on or before the Effective Date.

11. Termination or Abandonment. This Agreement of Merger may be terminated and the merger abandoned at any time prior to the Effective Date (a) by the mutual consent of the respective boards of Disappearing Corporation and Surviving Corporation; or (b) by either Disappearing Corporation or Surviving Corporation if in the opinion of its board of directors, evidenced by a certified copy of resolutions of that board filed with the other party, the merger is impractical or undesirable by reason of the fact that demands of dissenting shareholders of either corporation, for purchase of their shares, are so great in amount as to render the merger inadvisable;

or (c) by a party if the conditions precedent to the obligations of that party shall not have been satisfied and that party shall have notified the other party of its intention to terminate this Agreement and the other party has not within ten (10) business days caused satisfaction of that condition. In the event of termination of this Agreement as provided in this Section, neither Disappearing Corporation nor Surviving Corporation or their respective boards of directors or shareholders shall be liable to the other or its directors or shareholders.

12. Other Provisions.

(a) Governing Law. This Agreement of Merger shall be governed by the Laws of Florida applicable to contracts made and to be performed in Florida.

(b) Entire Agreement. This Agreement contains the entire agreement of the parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained in this Agreement.

(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 of such counterparts together shall constitute but one agreement.

(d) Further Assurances. Disappearing Corporation shall from time to time upon request by 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.

(e) Expenses. Each party will pay its own expenses of the Merger is not consummated.

(f) Representations and Warranties. The representations and warranties of each party will terminate on the Effective Date.

(g) No Assignability. Neither this Agreement nor any rights or obligations under it are assignable.

FOURTH: The manner and basis of converting the share 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:

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

WESTERN STRATEGIC INVESTMENTS, INC.
a Florida corporation

by: 
Christopher J. Connally, President

WESTERN STRATEGIC INVESTMENTS, INC.
a California corporation

by: 
Christopher J. Connally, President