

P10000098923

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

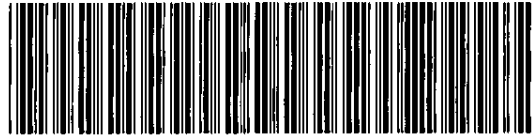
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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100188000771

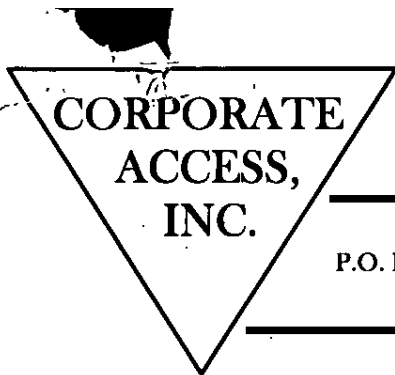
12/27/10--01024--010 **78.75

FILED
10 DEC 28 PM 3:44
RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
2010 DEC 27 AM 11:30
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SUFFICIENCY OF FILING

Merger
C.COULLIETTE

DEC 28 2010

EXAMINER



When you need ACCESS to the world

236 East 6th Avenue . Tallahassee, Florida 32303
P.O. Box 37066 (32315-7066) (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP:

12/27 Emily G.



CERTIFIED COPY



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CUS



FILING

Merger

1.

Hybrid Capital Group, Inc.
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED
10 DEC 28 PM 2:28
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

December 27, 2010

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: HYBRID CAPITAL GROUP, INC.
Ref. Number: P10000098923

*Resubmitting
12/28/10*

We have received your document for HYBRID CAPITAL GROUP, INC. and check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The merger filing must contain the Plan of Merger.

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) 245-6903.

Cheryl Coulliette
Regulatory Specialist II

Letter Number: 110A00029816

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

SECRETARY OF STATE
ALLAHASSEE, FLA.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

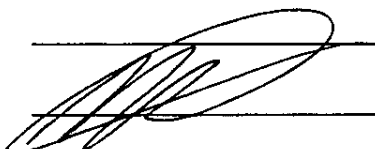
Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

SURVIVING ENTITY

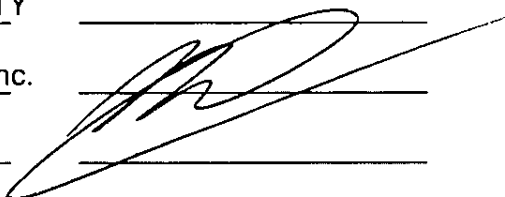
Hybrid Capital Group, Inc.



Victor Hanna, President

DISAPPEARING ENTITY

Hybrid Capital Group, Inc.



Victor Hanna, President

PLAN AND AGREEMENT OF MERGER

This is an Agreement of Merger (the "Agreement") between HYBRID CAPITAL GROUP, INC., a California corporation (the "Disappearing Entity" or "Hybrid – California") and HYBRID CAPITAL GROUP, INC., a Florida corporation (the "Surviving Entity" or "Hybrid – Florida"). Under this Agreement, Hybrid – California will merge into Hybrid – Florida and cease its separate existence.

On completion of the merger, the name of the surviving entity will be HYBRID CAPITAL GROUP, INC. Its place of incorporation will be Florida.

ARTICLE I **RECITALS**

1.01 Hybrid – California is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

1.02 Hybrid – Florida is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

1.03 Hybrid – California and Hybrid – Florida are each specifically authorized to merge under the laws of the States of California and Florida, respectively.

ARTICLE II **MERGER**

2.01 Surviving Entity. Hybrid Capital Group, Inc., a California corporation, shall be merged with and into Hybrid Capital Group, Inc., a Florida corporation, under the laws of the States of California and Florida, respectively. Hybrid – Florida will be the Surviving Entity.

2.02 Articles of Merger. Hybrid Capital Group, Inc., a California corporation, and Hybrid Capital Group, Inc., a Florida corporation, shall file Articles of Merger with the Florida Department of State, in accordance with the Florida Business Corporations Act, pursuant to Section 607.1105, Florida Statutes. The Articles of Merger shall be signed and acknowledged by the sole director of each constituent entity.

2.03 Effective Date of Merger. The merger shall be effective on the filing of the Articles of Merger.

ARTICLE III **TERMS AND CONDITIONS**

3.01 Negative Covenants. Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not, without written consent of the other:

(a) Dispose of any of its assets, except in the ordinary course of business and for adequate consideration; and

(b) Enter into any contracts or agreements obligating it for a period in excess of twelve (12) months or for an amount in excess of \$500,000, except in the ordinary course of business.

3.02 Further Assignments or Assurances. If at any time the Surviving Entity considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm the record in the Surviving Entity the title to any property or rights of the Disappearing Entity, or otherwise carry out the provisions of this Agreement, the officers of the Disappearing Entity, as of the effective date of this Agreement, will execute and deliver all proper deeds, assignments, confirmations, and assurances of law, and perform all acts that the Surviving Entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in the Surviving Entity, and otherwise carry out the provisions of this Agreement.

ARTICLE IV **BASIS OF CONVERTING SHARES**

4.01 Conversion. On the effective date of the merger, each share in the Surviving Entity shall be canceled and each shareholder in the Disappearing Entity shall receive a share in the Surviving Entity which shall be equal to the same proportionate interest that the shareholder held in the Disappearing Entity just prior to the effective date of the merger. Fractional shares in the Disappearing Entity before the merger, and in the Surviving Entity before or after the merger, shall be recognized.

4.02 Exchange. If any interest in the Disappearing Entity exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the Surviving Entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the Surviving Entity into which the interests of the Disappearing Entity have been converted.

ARTICLE V **MANAGEMENT OF SURVIVING ENTITY**

5.01 Management and Control. The officers of the Surviving Entity shall have the sole and exclusive control of its business, subject to any limitations in the Bylaws of the Surviving Entity.

ARTICLE VI **MISCELLANEOUS PROVISIONS**

6.01 Notices. Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the following addresses:

- (a) In the case of the Disappearing Entity, to:
Victor Hanna, President
1521 Alton Road, #528
Miami Beach, FL 33139

or to any other person or address specified in a written notice provided by Disappearing Entity to Surviving Entity in the manner required by this paragraph.

- (b) In the case of the Surviving Entity, to:
Victor Hanna, President
1521 Alton Road, #528
Miami Beach, FL 33139

or to any other person or address specified in a written notice provided by Surviving Entity to Disappearing Entity in the manner required by this paragraph.

6.02 Partial Invalidity. If any term of this Agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect.

6.03 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

6.04 Approvals. The sole shareholder and sole director of each constituent entity to this Agreement, as applicable, has approved the terms and conditions of this Agreement by the voting percentages required by the Disappearing Entity's Bylaws, the Surviving Entity's Bylaws, and by law.

Executed on this 23rd day of December, 2010.

"DISAPPEARING ENTITY"

HYBRID CAPITAL GROUP, INC.,
a California corporation

By: 
VICTOR HANNA, President

"SURVIVING ENTITY"

HYBRID CAPITAL GROUP, INC.,
a Florida corporation

By: 
VICTOR HANNA, President