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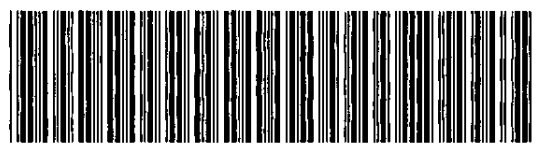
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BASSDUNKLIN

LITTLE MCCULLOUGH & SMITH, PLLC

June 11, 2015

VIA FIRST CLASS US MAIL

Florida Department of State
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Articles of Merger and Articles of Amendment for H & B Hospitality NC, Inc.

Dear Madam or Sir:

Please find enclosed the following documents for filing with your office:

1. Articles of Merger of H & B Hospitality, Inc., a Florida corporation, into H & B Hospitality NC, Inc., a North Carolina corporation; and
2. Plan of Merger.

The Florida entity to be merged by the Articles of Merger enclosed (H & B Hospitality, Inc.) does currently have a Certificate of Authority filed to conduct business in North Carolina.

Also enclosed is the filing fee. Please return the "filed" copies to me in the enclosed self-addressed, stamped envelope or e-mail them to me at michelle.marblo@bassdunklin.com.

If you should have any questions, please do not hesitate to contact me (704-274-1663). Thank you for your time and effort.

Best regards,
Bass, Dunklin, Little, McCullough & Smith, PLLC

Michelle Marblo
Paralegal

Enclosures

Address:
6302 Fairview Rd., Suite 580
Charlotte, NC 28240

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: H & B HOSPITALITY NC, 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:

Kate Ishee

Contact Person

H & B Hospitality NC, Inc.

Firm/Company

1800 Camden Road, Suite 202

Address

Charlotte, NC 28203

City/State and Zip Code

kateishee@burgerfincarolinas.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Henry C. Harris

Name of Contact Person

At (704)

579-2452

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)

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)
<u>H & B HOSPITALITY NC, INC.</u>	<u>NORTH CAROLINA</u>	<u>1438575</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>H & B HOSPITALITY, INC.</u>	<u>FLORIDA</u>	<u>P11000076574</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 6 / 30 / 15 (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 March 30, 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 March 30, 2015.

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

H & B Hospitality NC, Inc.

H & B Hospitality, Inc.

ne. *Henry C. Kamm*

HENRY C. HARRIS, President of both
Corporations

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>
<u>H & B HOSPITALITY NC, INC.</u>	<u>NORTH CAROLINA</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>H & B HOSPITALITY, INC.</u>	<u>FLORIDA</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

See the attached Plan of Merger.

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:

The issued and outstanding shares of the merging corporation will be converted into an equal number of common shares of the surviving corporation.

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See the attached Plan of Merger.

PLAN OF MERGER

1. Corporations Participating in Merger. H & B Hospitality, Inc., a Florida corporation (the "**Merging Corporation**") will merge into H & B Hospitality NC, Inc., a North Carolina corporation, which will be the surviving corporation (the "**Surviving Corporation**") pursuant to this Plan of Merger (the "**Plan**").

2. Name of Surviving Corporation. After the merger, the Surviving Corporation will retain the use of the name "H & B Hospitality NC, Inc."

3. Merger. The merger of the Merging Corporation into the Surviving Corporation will be effected pursuant to the terms and conditions of this Plan. Upon the merger's becoming effective, the corporate existence of the Merging Corporation will cease, and the corporate existence of the Surviving Corporation will continue. The time when the merger becomes effective is hereinafter referred to as the "**Effective Time**" and shall be June 30, 2015. The consideration for each of the Merging Corporation and the Surviving Corporation is the promise of the other to merge with it.

4. Effects and Manner of Merger.

(a) Effects of the Merger. The Merger shall have the effects provided therefor by the North Carolina Business Corporation Act and the Florida Business Corporation Act, as applicable (collectively, the "**Applicable Statutes**"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time: all assets and property of every description and every interest therein, wherever located, and the rights, privileges, immunities, powers, franchises and authority of a public, as well as of a private nature of each of Surviving Corporation and Merging Corporation, shall be vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in Surviving Corporation or Merging Corporation shall not revert or in any way be impaired by reason of the merger; the Surviving Corporation shall be liable for all the obligations of each of Surviving Corporation and Merging Corporation and any claim existing, or action or proceeding pending by or against Surviving Corporation or Merging Corporation, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place; and all the rights of creditors shall be preserved unimpaired, and all liens upon any property of Surviving Corporation or Merging Corporation shall be preserved unimpaired on only the property affected by such liens immediately prior to the Effective Time. The Merging Corporation hereby agrees, to the extent permitted by law, from time to time as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take, or cause to be taken, such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Merging Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for, and otherwise to carry out the intent and purposes

hereof, and the proper officers and directors of the Surviving Corporation are hereby authorized, in the name of Merging Corporation or otherwise, to take any and all such action.

(b) Articles of Incorporation, Bylaws and Directors. The Articles of Incorporation of the Surviving Corporation from and after the Effective Time shall be the Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time, continuing until thereafter amended in accordance with the provisions therein and as provided by the Applicable Statutes. The Bylaws of the Surviving Corporation from and after the Effective Time shall be the Bylaws as in effect immediately prior to the Effective Time, continuing until thereafter amended in accordance with their terms and the Articles of Incorporation of the Surviving Corporation and as provided by the Applicable Statutes. The initial director of the Surviving Corporation shall be Henry C. Harris until his successor is elected and qualified.

(c) Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation, the Merging Corporation or any of their respective shareholders, the shares of common stock of the Merging Corporation ("**Merging Corporation Stock**") which are issued and outstanding immediately prior to the Effective Time shall automatically be canceled and extinguished and converted into and exchanged for an equal number of shares of the Surviving Corporation (the "**Per Share Value**").

(d) Certificate Delivery Requirements. At the Effective Time, to the extent such certificates are outstanding, the Merging Corporation's shareholders shall deliver to the Surviving Corporation the certificates representing the Merging Corporation Stock (the "Certificates"), duly endorsed in blank by the Merging Corporation's shareholders, or accompanied by blank stock powers, and with all necessary transfer tax and other revenue stamps, acquired at the Merging Corporation's shareholders' expense, affixed. The Merging Corporation's shareholders shall promptly cure any deficiencies with respect to the endorsement of the Certificates or other documents of conveyance with respect to the stock powers accompanying the Certificates. Until delivered as contemplated hereunder, each Certificate of Merging Corporation Stock shall be deemed at any time after the Effective Time to represent the right to receive upon such surrender the Per Share Value.

(e) No Further Ownership Rights in Capital Stock of the Company. All shares of the Merging Corporation Stock and any other monies or other consideration, including forgiveness of debt, delivered upon the surrender by a Merging Corporation shareholder of his or its Merging Corporation Stock for exchange of all such shares in accordance with Sections 4(c) and 4(d) shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of Merging Corporation Stock, and following the Effective Time, the Certificates (whether or not delivered) shall have no further rights to, or ownership in, shares of capital stock of the Merging Corporation or Surviving Corporation. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Merging Corporation Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are

presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 4.

5. Closing. The consummation of the merger and the other transactions contemplated by this Plan (the "**Closing**") shall take place at the offices of Bass, Dunklin, Little, McCullough & Smith, PLLC, in Charlotte, North Carolina at such time and date as the parties hereto may mutually agree. The date on which the Closing occurs shall be referred to hereinafter as the "**Closing Date**." On the Closing Date, Articles of Merger shall be filed with the Secretary of State of North Carolina and the Secretary of State of Florida in accordance with the provisions of the Applicable Statutes and the merger shall become effective upon June 30, 2015 (the "**Effective Time**").

6. Abandonment. After approval of this Plan by the shareholders of the Merging Corporation and the Surviving Corporation, and at any time prior to the merger's becoming effective, the board of directors of the Surviving Corporation may, in its discretion, abandon the merger.

7. Severability. If any provision of this Plan or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Plan shall be severable.