

P15000021245

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MERGER OR SHARE EXCHANGE

Hapa, Inc.

Certificate of Status	0
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Page Count	07
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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)
Hapa, Inc.	Florida	P15000021245

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Hapa, Inc.	PA	

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 4 / 1 / 2015 (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 20, 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 20, 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)

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger shall become effective on April 1, 2015, and is by and between Hapa, Inc., a Pennsylvania corporation (the "Disappearing Corporation") with an address of 409 Spring Garden Lane, West Conshohocken, PA 19428, and Hapa, Inc., a Florida corporation (the "Surviving Corporation") with an address of 16082 Villa Vizcaya Place, Delray Beach, FL 33446. In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

1. The Disappearing Corporation shall be merged with and into the Surviving Corporation, which shall continue as the Surviving Corporation under the laws of the State of Florida. The terms and conditions of the merger, the manner of converting the shares of capital stock of the Disappearing Corporation into shares of the capital stock of the Surviving Corporation and all other provisions deemed desirable in connection therewith are set forth in this Plan and Agreement of Merger.
2. The Effective Date for the Articles of Merger filed with the Secretary of State of the State of Florida shall be April 1, 2015.
3. The corporate existence, registered office in Florida, Articles of Incorporation and By-Laws of the Surviving Corporation shall be unaffected by the merger.
4. The directors and officers of the Surviving Corporation shall, upon the Effective Date, continue to serve as directors and officers of the Surviving Corporation until successors are elected and shall qualify. If by reason of death or otherwise, any such person on the Effective Date cannot or will not act as a director or officer, the vacancy thereby created will be filled after the merger becomes effective in accordance with the By-Laws of the Surviving Corporation.
5. The merger shall not affect the authorized shares of capital stock of the Surviving Corporation and the number of authorized shares of the Surviving Corporation shall be the same after the merger as before.
6. On the Effective Date, each issued and outstanding shares of capital stock of the Disappearing Corporation shall be converted into one share of common stock, no par value, of the Surviving Corporation.
7. On the Effective Date or as promptly thereafter as possible, the holders of certificates which theretofore represented issued and outstanding shares of the capital stock of the Disappearing Corporation shall surrender all such certificates to the Surviving Corporation for cancellation and upon such surrender shall receive in exchange therefore certificates representing the number of shares of common capital stock of the Surviving Corporation into which the same shall have been converted as set forth above. All shares of common stock of the Surviving Corporation so issued shall be deemed to be duly and validly issued, fully paid and non-assessable.

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8. On the Effective Date, the stock transfer books of the Disappearing Corporation shall be and shall be deemed to be closed and no transfer of shares of the capital stock of the Disappearing Corporation shall thereafter be made, effected or consummated.

9. On the Effective Date:

a. The Disappearing Corporation shall merge into the Surviving Corporation which shall be the surviving corporation and whose name shall be HAPA, INC., and the Disappearing Corporation shall cease to exist. It is intended that the transaction described herein qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

b. The Surviving Corporation shall possess all the rights, privileges, powers and franchises of the Disappearing Corporation;

c. All the property, real, personal and mixed, and franchises of the Disappearing Corporation and all debts due on whatever account to it, including any subscriptions to any of its shares and all other choses in action belonging to it, shall be taken and deemed to be transferred to and vested in the Surviving Corporation by operation of law and without further acts or deeds;

d. All such rights, privileges, powers and franchises, and all and every other interest of the Disappearing Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Disappearing Corporation;

e. The title to and interest in any real estate vested by deed, lease or otherwise in the Disappearing Corporation shall not revert or be impaired;

f. The Surviving Corporation shall be responsible for all the liabilities and obligations of the Disappearing Corporation, and the liabilities of the Disappearing Corporation, shall not be affected by the merger; and

g. At the expense of the Surviving Corporation, the officers or directors of the Disappearing Corporation shall execute and deliver all such instruments and take all such actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

10. This Plan and Agreement of Merger may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after the approval thereof by the shareholders or the Board of Directors of the Disappearing Corporation or the Surviving Corporation. In the event of such termination, written notice thereof shall forthwith be given by the terminating party to the other. Any such termination shall be without liability on the part of either of the parties, each of which shall bear its own expenses separately incurred in connection herewith, or of its directors, officers or shareholders in connection with this Plan and Agreement of Merger.

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11. Any number of counterparts of this Plan and Agreement of Merger may be executed, each of which shall be deemed to be an original, but all of which taken together shall constitute but one instrument.

12. If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation's title to any property or rights of the Disappearing Corporation, or otherwise carry out the provisions hereof, the former officers of the Disappearing Corporation, as of the Effective Date, and thereafter the officers on behalf of the Surviving Corporation, shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions hereof.

13. No party hereto may assign any of its rights or obligations under this Plan and Agreement of Merger to any other person.

14. This Plan and Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and entirely to be performed in such jurisdiction, except to the extent Federal law may be applicable.

15. This Plan and Agreement of Merger shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

16. Each provision of this Plan and Agreement of Merger shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Plan and Agreement of Merger which are valid.

17. The failure to enforce any of the terms and conditions of this Plan and Agreement of Merger by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Plan and Agreement of Merger or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party to this Plan and Agreement of Merger. In order for there to be a waiver of any term or condition of this Plan and Agreement of Merger, such waiver must be in writing and signed by the party making such waiver.

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Plan and Agreement of Merger to be executed under their respective corporate seals and signed by their duly authorized officers.

Hapa, Inc.
a Pennsylvania Corporation
Disappearing Corporation

By: Paul Robinson

Title: President

Attest: Paul Robinson

Title: Secretary
(Corporate Seal)

Hapa, Inc.
a Florida Corporation
Surviving Corporation

By: Paul Robinson

Title: President

Attest: Paul Robinson

Title: Secretary
(Corporate Seal)