

# PI8000051762

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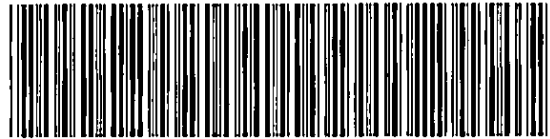
(Business Entity Name)

(Document Number)

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*Effective Date 6/30/18*

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**DATE: 6/28/18**

**NAME: HOUSEN HOLDING CO., INC.**

**TYPE OF FILING: MERGER**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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ARTICLES OF MERGER  
of  
HOUSEN FINANCIAL GROUP, INC.  
a New Jersey corporation  
into  
HOUSEN HOLDING CO., INC.  
a Florida corporation

RECEIVED  
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To: Department of State, Division of Corporations, Amendment Section  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act (Fla. Stat. § 607.1105), the undersigned corporations hereby execute the following Articles of Merger.

ARTICLE ONE

HOUSEN FINANCIAL GROUP, INC., a corporation organized and existing under the laws of the State of New Jersey (Entity ID No.: 0100589295), which is hereinafter designated as the "Merging Company," shall be merged with and into HOUSEN HOLDING CO., INC., a corporation organized and existing under the laws of the State of Florida (Document ID No.: P18000051762), and which is hereinafter designated as the "Surviving Company."

The address of the Surviving Company's registered office in the State of Florida is 9 Saddleback Road, Tequesta, FL 33469, and the name of its registered agent at such address is Christopher Housen.

ARTICLE TWO

The approved and executed Plan and Agreement of Merger is attached hereto.

ARTICLE THREE

The effective date of the Merger shall be June 30, 2018.

#### ARTICLE FOUR

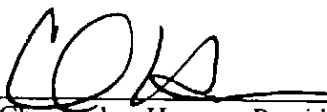
The Plan and Agreement of Merger was unanimously approved and executed by all of the Shareholders of the Surviving Company on June 27, 2018, in the manner prescribed by the Florida Business Corporation Act.

#### ARTICLE FIVE

The Plan and Agreement of Merger was unanimously approved and executed by all of the Shareholders of the Merging Company on June 27, 2018, in the manner prescribed by the New Jersey Business Corporation Act.

IN WITNESS WHEREOF, each of the Merging Company and the Surviving Company has caused these Articles of Merger to be executed by its duly authorized representative on this 27<sup>th</sup> day of June, 2018.

HOUSEN FINANCIAL GROUP, INC.  
A New Jersey Corporation

By:   
Christopher Housen, President

HOUSEN HOLDING CO., INC.  
A Florida Corporation

By:   
Christopher Housen, President

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Agreement"), is made this 27<sup>th</sup> day of June, 2018, by and between HOUSEN FINANCIAL GROUP, INC., a New Jersey corporation ("Merging Company") and HOUSEN HOLDING CO., INC., a Florida corporation ("Surviving Company") (Merging Company and Surviving Company sometimes referred to herein collectively as the "Parties" or individually as a "Party").

### WITNESSETH:

WHEREAS, Merging Company is a corporation duly organized and existing under the laws of the State of New Jersey, having been organized by the filing of a Certificate of Formation with the State of New Jersey, Secretary of State, on May 24, 1994 (the "Certificate of Formation"); and

WHEREAS, Surviving Company is a corporation duly organized and existing under the laws of the State of Florida, having been organized by the filing of Articles of Incorporation with the State of Florida, Department of State, Division of Corporations, on June 8, 2018 (the "Articles of Incorporation"); and

WHEREAS, all of the directors and shareholders of Merging Company and Surviving Company have this day determined it to be in the best interest of each of the Parties that Merging Company be merged with and into Surviving Company on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the New Jersey Business Corporation Act and the Florida Business Corporation Act.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, do hereby agree as follows:

1. Merger. Merging Company shall be merged (the "Merger") with and into Surviving Company effective as hereinafter set forth, in accordance with the applicable laws of the State of New Jersey, the State of Florida and all other applicable laws, and on the terms and conditions set forth in this Agreement. From and after the effective date of such Merger, Surviving Company shall continue to do business as a corporation organized and existing under the laws of the State of Florida, unaffected and unimpaired by the Merger, with all rights, privileges, immunities and powers, and subject to all duties and liabilities of a corporation organized and existing under the laws of the State of Florida.

2. Articles of Incorporation of Surviving Company. The Articles of Incorporation of Surviving Company, as it exists upon the effective date of the Merger, shall remain unchanged as the Articles of Incorporation of Surviving Company post-merger.

3. Date/Effect of Filing Articles of Merger in Florida. The Articles of Merger shall be filed with the State of Florida, Department of State, Division of Corporations, Amendment Section, on or before June 30, 2018. Upon the filing of the Articles of Merger:

(a) Surviving Company shall succeed to all of the rights, privileges, powers, immunities, purposes and franchises, both public and private, of Merging Company;

(b) Surviving Company shall become the owner, without transfer or further act or deed, of all property, real, personal and mixed, tangible and intangible, of every kind and description, the title of which shall not revert or be in any way impaired by reason of the Merger effected hereby;

(c) Surviving Company shall be subject to all debts and liabilities of Merging Company in the same manner as if Surviving Company had itself incurred them, Surviving Company shall be subject to all of the restrictions, liabilities and duties of Merging Company, which shall not revert or be in any way impaired by reason of the Merger, and the rights of creditors and liens upon any property of Merging Company shall be preserved unimpaired; and

(d) the assets and liabilities of Merging Company shall be taken upon the books of Surviving Company in the amount at which they shall at that time of the Merger be carried on the books of Merging Company.

4. Date/Effect of Filing Certificate of Merger in New Jersey. A Certificate of Merger shall be filed with the State of New Jersey, Department of the Treasury, Division of Revenue, promptly upon issuance of a tax clearance certificate from the State of New Jersey, Department of the Treasury, Division of Taxation. Upon the filing of the Certificate of Merger:

(a) each share of issued and outstanding capital stock of Merging Company shall be cancelled; and

(b) the separate corporate existence of Merging Company shall terminate.

5. Approval of Agreement. This Agreement has been unanimously approved by the respective directors and shareholders of the Parties before the filing of the Certificate of Merger and Articles of Merger contemplated hereby. The Parties approved and consented to the Merger pursuant to the provisions of this Agreement and are hereby authorized and directed to perform all acts, including, without limitation, the execution and delivery to the proper authorities for filing the Certificate of Merger, the Articles of Merger and all other documents, as may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Delivery of Deeds and Instruments. From time to time, as and when requested by Surviving Company or its successors or assigns, Merging Company shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments, and shall take, or cause to be taken, all such actions as Surviving Company may deem necessary and desirable, in order more fully to vest and confirm to Surviving Company title to and possession of all the property, rights,

privileges, powers and franchises referred to in Section 3 hereof, and to otherwise to carry out the intent and purposes of this Agreement.

7. Effective Date(s) of Merger. For purposes of the cancellation of the Merging Company's charter and the other consequences described in Section 4 hereof, the Merger shall be effective on and as of the date of filing of the Certificate of Merger with the State of New Jersey, Department of the Treasury, Division of Revenue. For all other purposes, including, without limitation, for purposes of federal and state (inclusive of New Jersey as well as Florida) tax and accounting, and for all other consequences described in Section 3 hereof, the Merger shall be effective on and as of the close of business June 30, 2018.

8. Miscellaneous.

(a) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement among the Parties with respect to the subject matter hereof, no other agreement or representation having been relied upon by the Parties. This Agreement supersedes all prior or contemporaneous agreements with respect to such subject matter. This Agreement may not be modified or amended except in a writing signed by the Party to be charged thereby.

(c) Notices. All notices and other communications required or permitted to be furnished hereunder shall be in writing and shall be made to the addresses set forth below:

If to Merging Company, then to: 229 East Main Street  
Manasquan, NJ 08736

If to Surviving Company, then to: 9 Saddleback Road  
Tequesta, FL 33469

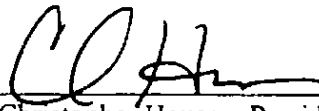
(d) Controlling Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Florida.

(e) Waiver of Notice of Merger. The undersigned shareholders of the Parties hereby waive their right to written notice of any meeting regarding the approval of a plan of merger.

(f) Counterparts; PDF and Facsimile. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format (PDF) or other reasonable form of electronic transmission shall constitute effective execution and delivery of this Agreement.

IN WITNESS THEREOF, each of the Parties has caused this Agreement to be executed by its respective duly authorized signatories, the day and year first above written.

HOUSEN FINANCIAL GROUP, INC.  
A New Jersey Corporation

By:   
Christopher Housen, President

HOUSEN HOLDING CO., INC.  
A Florida Corporation

By:   
Christopher Housen, President