

CURS -
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING OVER SHEET
A CT. CA

P95000017074

CONTACT: CINDY HICKS

DATE: 4-26-01

REF. #: 0345

CORP. NAME: Affinity Books, Inc *Merger*
Healthyhome.com, Inc

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

FILED
01 APR 26 PM 4:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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*****70.00 *****70.00

STATE FEES PREPAID WITH CHECK# 015031 FOR \$ 70.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|---|---|--|
| <input type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
|---|---|--|

☐ CERTIFICATE OF STATUS

Examiner's Initials
5/3/01

RECEIVED
DIVISION OF CORPORATIONS
DEPARTMENT OF STATE
2001 APR 26 AM 10:44
SUFFICIENT FOR FILING

200789 00561,00711
70622

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

AFFINITY BOOKS, INC., an Illinois corp. F94000001578

INTO

HEALTHYHOME.COM, INC., a Florida entity, P95000017074.

File date: April 26, 2001

Corporate Specialist: Annette Ramsey

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 26, 2001

CCRS
103 N. Meridian St.
Lower Level
Tallahassee, FL 32301

SUBJECT: HEALTHYHOME.COM, INC.
Ref. Number: P95000017074

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2001 MAY -2 PM 4:53
TO ACQUIRE KNOWLEDGE
SUFFICIENT FOR FILING

We have received your document for HEALTHYHOME.COM, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required. *need date of adoption by the shareholders for Affinity Books, Inc or the state-*
If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation. *more*

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 301A00024740

**ARTICLES OF MERGER
OF
AFFINITY BOOKS, INC.,
an Illinois corporation,
AND
HEALTHYHOME.COM, INC.,
a Florida corporation**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Affinity Books, Inc., an Illinois corporation qualified to transact business in Florida ("Affinity"), with and into HealthyHome.com, Inc., a Florida corporation ("HealthyHome").

2. The shareholders of HealthyHome entitled to vote thereon approved and adopted the aforesaid Agreement and Plan of Merger by written consent given on March 30, 2001, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act. The Agreement and Plan of Merger was adopted by the shareholders of Affinity on March 30, 2001.

3. The merger of Affinity with and into HealthyHome is permitted by the laws of the jurisdiction of organization of Affinity and has been authorized in compliance with said laws.

Executed this 23rd day of April, 2001.

Affinity Books, Inc.,
an Illinois corporation

By: Thomas G. Chasm
Name: Thomas Chasm
Title: President

HealthyHome.com, Inc.,
a Florida corporation

By: Karen R. Ingram
Name: Karen R. Ingram
Title: President

AGREEMENT AND PLAN OF MERGER
and
PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)

This Agreement and Plan of Merger (this “**Agreement**”), is made and entered into as of March 30, 2001, by and among Affinity Books, Inc., an Illinois corporation (the “**Terminating Corporation**”), HealthyHome.com, Inc., a Florida corporation (the “**Surviving Corporation**”), and Robert Sanderson (solely for purposes of Section 5 of this Agreement), pursuant to Section 11.35 of the Business Corporation Act of the State of Illinois and Section 607.1101 of the 1989 Business Corporation Act of the State of Florida, as amended. The Terminating Corporation and Surviving Corporation are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

This Agreement contemplates a tax-free merger of the Terminating Corporation with and into the Surviving Corporation in a reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the “**Code**”).

Recitals

WHEREAS, the Terminating Corporation is a corporation organized and existing under the laws of the State of Illinois. The Terminating Corporation has one thousand (1,000) shares of common stock, no par value per share, authorized, and one hundred (100) shares of common stock issued and outstanding. The Terminating Corporation has no other classes of stock outstanding;

WHEREAS, the Surviving Corporation is a corporation organized and existing under the laws of the State of Florida. The Surviving Corporation immediately prior to this Merger had one hundred (100) shares of common stock, par value \$1.00 per share, authorized, and one hundred (100) shares of common stock issued and outstanding;

WHEREAS, the respective Boards of Directors of the Terminating Corporation and the Surviving Corporation have determined that it is in the best interests of such Parties to merge the Terminating Corporation into the Surviving Corporation (the “**Merger**”) on the terms and conditions herein contained in order to create a single corporation organized under the laws of the State of Florida; and

WHEREAS, Robert Sanderson (“**Sanderson**”), a shareholder and director of both the Terminating Corporation and the Surviving Corporation has made loans to each of such Parties in the amounts of \$265,167.48 and \$83,737.00, respectively (collectively, the “**Corporate Debt**”), and has agreed to contribute such debt to the combined corporation immediately after the Merger in exchange for additional equity in the Surviving Corporation.

**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

NOW, THEREFORE, the Parties to this Agreement and Plan of Merger and Sanderson (the latter solely for purposes of Section 5 of this Agreement), in consideration of the premises, mutual covenants, agreements and provisions herein contained, do hereby agree to and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

Agreement

1. **Merger.** The Terminating Corporation shall be merged with and into the Surviving Corporation, in accordance with, and pursuant to: (i) the laws of the States of Illinois and Florida, in a statutory merger; and (ii) Section 368(a)(1)(A) of the Code.

2. **Effective Date.** The Merger shall be effective at the time the Parties file the Articles of Merger with the Secretaries of State of the States of Illinois and Florida. The date and time when the Merger shall become effective is herein referred to as the "**Effective Date.**" The surviving corporation may at any time after the Effective Date, take any action (including executing and delivering any document) in the name of and on behalf of either the Surviving Corporation or the Terminating Corporation in order to carry out and effectuate the transactions contemplated by this Agreement.

3. **Time and Place of Closing.** The Closing of the transactions provided for in this Agreement (the "**Closing**") shall take place at the offices of Sachnoff & Weaver, Ltd., at 30 South Wacker Drive, 29th Floor, Chicago, Illinois at 10:00 A.M. on the 23rd day of April, or at such other time and place as shall be mutually agreed.

4. **Conversion of Outstanding Shares of Terminating Corporation.** The manner and basis of converting the outstanding shares of capital stock of the Terminating Corporation into shares of the Surviving Corporation shall be as follows:

(a) Each share of the common stock of the Terminating Corporation outstanding immediately prior to the Effective Time shall be converted into one (1) share of common stock of the Surviving Corporation.

(b) As of the Effective Date, by virtue of the Merger and without any further action on the part of the Surviving Corporation, the Terminating Corporation, or the holders thereof, all shares of the Terminating Corporation shall be surrendered and canceled.

5. **Contribution of Outstanding Indebtedness.** Immediately following the Effective Date, Sanderson shall contribute the Corporate Debt to the Surviving Corporation in exchange for eighty-eight (88) shares of newly issued and properly authorized shares of the Surviving Corporation.

**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

6. **Surviving and Termination Corporations.** The Surviving Corporation shall survive the Merger and shall continue to be governed by the laws of the State of Florida. The separate corporate existence of the Terminating Corporation shall cease forthwith upon the Effective Date, or as soon thereafter as is reasonably possible.

7. **Authorized Capital.** The authorized capital stock of the Surviving Corporation following the Effective Date will be two hundred eighty eight (288) shares of common stock, par value \$1.00 per share.

8. **Articles of Incorporation.** The present Articles of Incorporation of the Surviving Corporation shall, upon the Effective Date, be amended as set forth in the Articles of Amendment attached hereto as *Exhibit A* and, as amended, shall continue to be the Surviving Corporation's Articles of Incorporation following the Effective Date, unless and until the same shall be otherwise further amended, restated or repealed in accordance with both the provisions thereof and the laws of the State of Florida.

9. **Bylaws.** The present Bylaws of the Surviving Corporation shall continue to be the Bylaws of the Surviving Corporation following the Effective Date, unless and until the same shall otherwise be amended, restated or repealed in accordance with the provisions thereof, the Surviving Corporation's Articles of Incorporation, and in accordance with the laws of the State of Florida.

10. **Directors and Officers.** The directors of the Surviving Corporation shall, from and after the Effective Date, remain as directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation, or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws; provided, however, that the Terminating Corporation and the Surviving Corporation hereby agree to cause the election or appointment of Thomas Chasm as a director of Surviving Corporation to be effective on or immediately after the Effective Date. The Terminating Corporation and the Surviving Corporation hereby agree to cause the election or appointment of Robert Sanderson, Karen Ingram, and Thomas Chasm to positions of Chairman of the Board, President and Secretary, respectively, effective on or immediately following the Effective Date. All such officers shall continue in office until their successors shall have been duly elected and qualified.

11. **Transfer of Tangible and Intangible Property Interests upon the Effective Date.**

(a) Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the 1989 Business Corporation Act of the State of Florida, as amended (the "Florida Act") and the Business Corporation Act of the State of Illinois, as amended (the

**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

"Illinois Act"), with respect to the legal effect of the Merger, all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Corporation, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation and of the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and the Terminating Corporation, respectively.

(b) The Terminating Corporation and its directors and officers hereby agree from time to time as and when requested by the Surviving Corporation or by its successors and 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 actions 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 and all property of such Terminating Corporation acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof.

(c) The proper officers and directors of the Terminating Corporation and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of the Terminating Corporation and the Surviving Corporation, respectively, to take any and all such actions on behalf of the respective corporations.

12. **Assumption of Contracts.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Florida Act or the Illinois Act with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Corporation is a party shall be automatically assumed by the Surviving Corporation. Prior to the Effective Date, the Terminating Corporation and the Surviving Corporation shall use its their respective commercially reasonable best efforts to obtain all consents, waivers, approvals, authorizations or orders necessary (including, without limitation, all governmental and regulatory rulings and approvals) such that the transactions contemplated herein will not constitute a default (or an event which with notice or lapse of time or both would become a default) under any material contract, agreement, lease, license, permit, franchise, or other instrument or obligation to which the Terminating Corporation or the Surviving Corporation is a party.

13. **Representations and Warranties of the Terminating and Surviving Corporations.** The Terminating Corporation and the Surviving Corporation each hereby represent and warrant as follows:

**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

- (a) Corporate Existence and Qualification. Such Party has been duly incorporated in, and is validly existing and in good standing under the laws of the jurisdiction of its incorporation.
- (b) Authority. Such Party has full power and authority to execute, deliver and perform this Agreement and all other agreements or instruments to be executed in connection with this Agreement or to be delivered by the Parties at the Closing.
- (c) No Violation. Such Party represents and warrants that this Agreement and all other agreements or instruments to be executed by the Parties in connection with this Agreement or delivered at the Closing are the valid and binding obligation of such Party, enforceable in accordance with its terms, subject to the applicable provisions of the Bankruptcy Code of the United States and other state and Federal (common and statutory) laws related to bankruptcy, insolvency and creditors' rights and that neither the execution and delivery of this Agreement and all other agreements or instruments to be executed by such Party in connection with this Agreement or delivered at the Closing nor the consummation of the transactions contemplated hereby will: (1) conflict with or result in a breach of any agreement to which such Party is a party, or (2) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Party or to such Party's assets.
- (d) Government Consent. Except as set forth in Section 2 of this Agreement, such Party represents and warrants that, to its knowledge, no consent or approval by any governmental authority is required in connection with the execution and delivery by the Parties of this Agreement and Plan of Merger, or any other agreements or instruments to be executed in connection with this Agreement and Plan of Merger, or to be delivered at the Closing, or the consummation by the Parties of the transactions contemplated hereby.

14. **Survival of Representations.** All representations and warranties of the Parties contained in this or any other instrument delivered by or on behalf of any of them are true and correct now, and will be true and correct on the Effective Date with the same force and effect as if made on and as of said date.

15. **Further Assurances.** Following the receipt of all required approvals of this Agreement by the respective stockholders of the Parties, as applicable, each of the Parties hereto shall immediately execute and deliver to the other Party hereto and file as set forth in Section 2

**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

of the Agreement with appropriate governmental authorities such instruments as may be reasonably required in connection with the consummation of the Merger contemplated hereby.

16. Miscellaneous.

(a) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

(b) Entire Agreement and Modification. This Agreement constitutes the entire agreement by and among the parties hereto with respect to the matters herein contemplated. This Agreement supersedes all previous agreements, negotiations and commitments in respect thereto. This Agreement shall not be changed or modified in any manner, except by mutual consent in a writing of subsequent date signed by Sanderson and by the duly authorized representatives of each Party hereto.

(c) Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, legal representatives successors and assigns, provided that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party.

(d) Heading. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(e) Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, to the applicable party hereto at its address set forth after the name of such party on the signature pages hereto or at such other address as any party hereto may designate by prior written notice, with copies to counsel for the respective parties as set forth below:

If to the Surviving Corporation: The Healthy Home Center, Inc
1403-A Cleveland St
Clearwater, FL 33755
Attn: Karen Ingram

If to the Terminating Corporation: Affinity Books, Inc.
c/o HealthyHome.com, Inc.
1403-A Clearwater, FL 33755

With copies to: Seth Hemming, Esq.

**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

Sachnoff & Weaver, Ltd.
30 S. Wacker Drive
Chicago, IL 60606

If to Sanderson:

c/o The Healthy Home Center, Inc
1403-A Cleveland St
Clearwater, FL 33755

17. **Revocability of Agreement and Plan.** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of the Terminating Corporation or of the Surviving Corporation at any time prior to the Effective Date.

18. **Counterparts.** This Agreement may be executed in counterpart, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement


19. **Facsimile Signatures.** This Agreement may be executed by signature transmitted via facsimile machine ("Fax"), and shall be treated in all manner and respects as an original document with the same binding legal effect as an original document. The signature of any party hereto by Fax shall be considered for these purposes as an original signature. At the request of any party hereto, any Fax signature shall be re-executed by all the parties hereto in an original form.

Signatures Follow on Succeeding Page

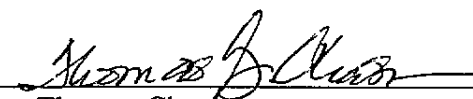
**AGREEMENT AND PLAN OF MERGER
and PLAN OF REORGANIZATION
under IRC § 368(a)(1)(A)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**HealthyHome.com, Inc., a
Florida corporation**

By: 
Karen R. Ingram
Its: President

**Affinity Books, Inc, an
Illinois corporation**

By: 
Thomas Chasm
Its: President



Robert Sanderson
(solely for purposes of Section 5 of this
Agreement)

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
HEALTHYHOME.COM, INC.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, HealthyHome.com, Inc., a Florida profit corporation (the "Corporation"), adopts the following amendment to its Articles of Incorporation:

FIRST: Article IV of the Articles of Incorporation of the Corporation is hereby amended in its entirety to read as set forth below:


Article IV – Capital Stock

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is two hundred eighty eight (288) shares of common stock having a nominal par value of \$1.00 per share.

SECOND: The foregoing amendment to the Articles of Incorporation was approved by the Board of Directors of the Corporation by unanimous written consent on March 30, 2001.

THIRD: The foregoing amendment to the Articles of Incorporation was approved by all shareholders of the Corporation by unanimous written consent on March 30th, 2001.

Executed this 30th day of March, 2001.


Karen R. Ingram
President