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EFFECTIVE DATE

12-31-12

12 DEC 26 PM 3:30

FILED
SECRETARY OF STATE
DIVISION OF CORPORATION

Merger

JAN - 3 2013

T. BROWN

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Little Britches, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Handwritten notes: $\$35.00$ merging corp HAEM
 $\$35.00$ surviving corp Little Britches
 $\$70.00$

Please return all correspondence concerning this matter to following:

Vance Stallings
Contact Person

Little Britches, Inc.
Firm/Company

10829 Old St. Augustine Road
Address

Jacksonville Florida 32257
City/State and Zip Code

littlebritcheschildcare@hotmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Vance Stallings At (904) 881-4725
Name of Contact Person 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

EFFECTIVE DATE
12-31-12

FILED STATE
SECRETARY OF CORPORATION
DIVISION OF CORPORATION
12 DEC 26 PM 3:30

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>Little Britches, Inc.</u>	<u>Florida</u>	<u>P96000080052</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>HAEM Properties, Inc.</u>	<u>Florida</u>	<u>P98000100491</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached. Exhibit "A"

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR Dec 31, 2012 (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 Dec 31, 2012.

~~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 Dec 31, 2012.

~~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)

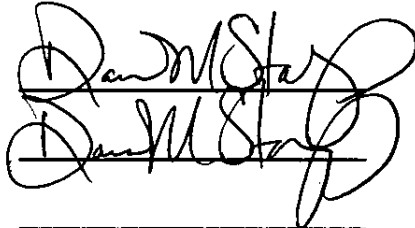
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

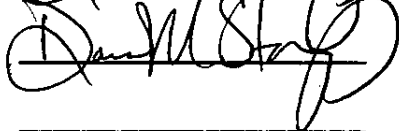
Typed or Printed Name of Individual & Title

Little Britches, Inc.



Dana M. Stallings, President

HAEM Properties, Inc



Dana M. Stallings, president

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2012 (this "Agreement"), is entered into by and between Little Britches, Inc., a Florida corporation ("Little Britches"), and Haem Properties, Inc., a Florida corporation ("Haem"). Little Britches and Haem are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Little Britches is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Haem is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the respective President of Little Britches and Haem have determined that it is advisable and in the best interests of such corporations and their stockholders that Haem merge with and into Little Britches upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, the shareholders of Little Britches have approved this Agreement, by execution of written consents in accordance with Section 607.1105 of the Florida Business Corporation Act;

WHEREAS the shareholders of Haem have approved this Agreement, by execution of written consents in accordance with Section 607.1105 of the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Little Britches and Haem hereby agree as follows:

1. Merger. Haem shall be merged with and into Little Britches (the "Merger") such that Little Britches shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of the State of Florida and the Merger shall become effective as of December 31, 2012 (the "Effective Time").

2. **Governing Documents.** The Certificate of Incorporation of Little Britches shall be the Certificate of Incorporation of the Surviving Corporation, and upon the consummation of the Merger the By-Laws of Little Britches shall be the By-laws of the Surviving Corporation.

3. **Directors.** The persons who are directors of Little Britches immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the By-laws of the Surviving Corporation.

4. **Officers.** The persons who are officers of Little Britches immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the By-laws of the Surviving Corporation.

5. **Succession.** At the Effective Time, the separate corporate existence of Haem shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Haem shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Haem, its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Haem. The employees and agents of Haem shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Haem.

6. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Haem such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Haem, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Haem or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of Haem common stock, par value ~~\$0.01~~^{\$100.00} per share ("Haem Common Stock"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into one (1) validly issued, fully paid and non assessable share of Little Britches common stock, par value ~~\$0.01~~^{\$100} per share ("Little Britches Common Stock"). After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of Little Britches Common Stock to which each shareholder of Haem is entitled pursuant to the terms hereof.

8. Fractional Shares. No fractional shares of Little Britches Common Stock shall be issued upon the conversion of any shares of Haem Common Stock.

9. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

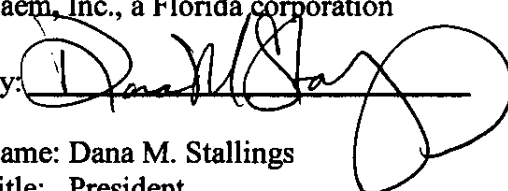
10. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

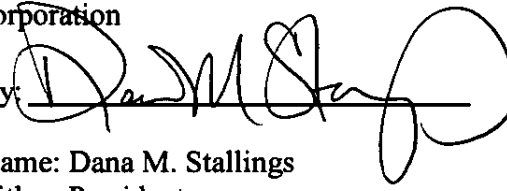
12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, Haem and Little Britches have caused this Agreement to be executed and delivered as of the date first written above.

Haem, Inc., a Florida corporation

By: 
Name: Dana M. Stallings
Title: President

Little Britches, Inc., a Florida corporation

By: 
Name: Dana M. Stallings
Title: President