

P980000 49957

Florida Department of State

Division of Corporations

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

HUDGINS 2010 CORPORATION

Certificate of Status	1
Certified Copy	1
Page Count	13
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12-27-00
2647.8428
LWS/edc

Handwritten signatures and initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

20TH STREET, INC., a Florida corporation, document number P99000086825

BROADWAY PROPERTIES, INC., a Florida corporation, document number
P98000075786

INTO

HUDGINS 2010 CORPORATION, a Florida entity, P98000049957

File date: December 28, 2000

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

OF

20TH STREET, INC.

AND

BROADWAY PROPERTIES, INC.

INTO

HUDGINS 2010 CORPORATION

FILED
00 DEC 28 PM 3:26
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Pursuant to the Section 607.1105 of the Florida Statutes, the undersigned corporation, Hudgins 2010 Corporation, a Florida corporation, 20th Street, Inc., a Florida corporation, and Broadway Properties, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging 20th Street, Inc. and Broadway Properties, Inc. into Hudgins 2010 Corporation.

PLAN OF MERGER

1. The Plan of Merger setting forth the terms and conditions of the merger of 20th Street, Inc. and Broadway Properties, Inc. into Hudgins 2010 Corporation is attached to these Articles as an exhibit and incorporated herein by reference.

ADOPTION OF PLAN

2. There are 200 shares of common stock, each of \$.10 par value of 20th Street, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. No shares were voted against the Plan of Merger, at a special meeting of shareholders of 20th Street, Inc. held on December 18, 2000.
3. There are 50 shares of common stock, each of \$1.00 par value of Broadway Properties, Inc. issued and outstanding that were entitled to vote on the Plan of Merger. No shares were voted against the Plan of Merger, at a special meeting of shareholders of Broadway Properties, Inc. held on December 18, 2000.
4. There are 200 shares of common stock, each of \$.10 par value of Hudgins 2010 Corporation issued and outstanding that were entitled to vote on the Plan of Merger. No shares were voted against the Plan of Merger, at a special meeting of shareholders of Hudgins 2010 Corporation held on December 18, 2000.

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EFFECTIVE DATE

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5. The Plan of Merger shall be effective in Florida: on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles to be signed as of 22nd Dec., 2000.

HUDGINS 2010 CORPORATION,
a Florida corporation

BY: 
JOHN STALUPPI, PRESIDENT

Attest: 
John Staluppi, Secretary

20th STREET, INC., a Florida corporation

BY: 
JOHN STALUPPI, PRESIDENT

Attest: 
Jeanette Staluppi, Secretary

BROADWAY PROPERTIES, INC., a
Florida corporation

BY: 
WAYNE CREBER, PRESIDENT

Attest: 
Wayne Creber, Secretary

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STATE OF FLORIDA

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COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by me this 27th day of December, 2000 by John Staluppi as President and Secretary of Hudgins 2010 Corporation, a Florida corporation.



By: Maria Angela Copeland
Notary Public
State of Florida

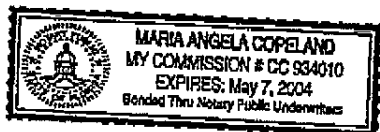
My commission expires:

Personally known ☒ or Produced Identification ☐. Type of identification produced _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by me this 27th day of December, 2000 by John Staluppi, as President of 20th Street, Inc., a Florida corporation.



By: Maria Angela Copeland
Notary Public
State of Florida

My commission expires:

Personally known ☒ or Produced Identification ☐. Type of identification produced _____

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STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by me this 27th day of December, ²⁰⁰⁰ by Jeanette Staluppi as Secretary of 20th Street, Inc., a Florida corporation.



By: Maria Angela Copeland
Notary Public
State of Florida

My commission expires:

Personally known ☒ or Produced Identification ☐. Type of identification produced _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged by me this 27th day of December, ²⁰⁰⁰ by Wayne Creber as President and Secretary of Broadway Properties, Inc. a Florida corporation.



By: Maria Angela Copeland
Notary Public
State of Florida

My commission expires:

Personally known ☒ or Produced Identification ☐. Type of identification produced _____

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated effective as of Dec. 27, 2000 among Hudgins 2010 Corporation, a Florida corporation ("Surviving Entity") and 20th Street, Inc., a Florida corporation ("Absorbed Entity No. 1") and Broadway Properties Inc., a Florida corporation ("Absorbed Entity No. 2")

WITNESSETH:

WHEREAS, Surviving Entity is a corporation organized and existing under the laws of the State of Florida, with its principal office at 701 U. S. Highway 1, Suite 402, North Palm Beach, Florida 33408.

WHEREAS, Absorbed Entity No. 1 is a corporation and existing under the laws of the State of Florida, with its principal office at 701 U. S. Highway 1, Suite 402, North Palm Beach, Florida 33408.

WHEREAS, Absorbed Entity No. 2 is a corporation and existing under the laws of the State of Florida, with its principal office at 701 U. S. Highway 1, Suite 402, North Palm Beach, Florida 33408.

WHEREAS, the Shareholders and Directors of the Surviving Entity and the Shareholders and Directors of Absorbed Entity No. 1 and 2, respectively, deem it desirable and in the best business interests of the entities and their shareholders, as applicable, that Absorbed Entity No. 1 and Absorbed Entity No. 2 be merged into Surviving Entity pursuant to the provisions of Section 607.1107 et seq. of the Florida Business Corporation Act in order that the transaction qualify as a "reorganization" within the meaning of the applicable provisions of the Internal Revenue Code of 1954, as amended.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions hereinafter set forth, the constituent entities agree as follows:

Section 1. Recitals. Each party hereto acknowledges and represents to the other party that each of the above recitals pertaining to itself is true and correct.

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Section 2. Plan and Merger. Terms and Conditions of Merger.

2.01 Plan Adopted. A plan of merger of Absorbed Entity No. 1 and Absorbed Entity No. 2 and Surviving Entity pursuant to Section 607.1107 et seq. of the Florida Statutes and the applicable provisions of the Internal Revenue Code, is adopted as follows:

- (a) Absorbed Entity No. 1 and Absorbed Entity No. 2 shall both be merged with and into Surviving Entity, to exist and be governed by the laws of the State of Florida.
- (b) The name of the Surviving Entity shall be Hudgins 2010 Corporation, a Florida corporation.
- (c) On the effective date of the merger, the separate existence of the Absorbed Entity No. 1 and Absorbed Entity No. 2 shall both cease, and the Surviving Entity shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of Absorbed Entity No. 1 and Absorbed Entity No. 2, without the necessity for any separate transfer. The Surviving Entity shall thereafter be responsible and liable for all liabilities and obligations of Absorbed Entity No. 1 and Absorbed Entity No. 2, and neither the rights of creditors nor any liens on the property of Absorbed Entity No. 1 and Absorbed Entity No. 2 shall be impaired by the merger.
- (d) The Surviving Entity will carry on business with the assets of Absorbed Entity No. 1 and Absorbed Entity No. 2, as well as with the assets of Surviving Entity.
- (e) The Shareholders of Absorbed Entity No. 1 and Absorbed Entity No. 2, respectively, will surrender all of their partnership interest in the manner hereinafter set forth.
- (f) In exchange for the shares of Absorbed Entity No. 1 and Absorbed Entity No. 2, respectively, surrendered by its Shareholders, the Surviving Entity will issue and transfer to these Shareholders, on the basis set forth in SECTION 5.02, below, shares in the Surviving Entity.
- (g) The members of Surviving Entity will retain their shares in the Surviving Entity.
- (h) The Articles of Incorporation of Surviving Entity, as existing on the effective date of the merger shall continue in full force as the Articles of Incorporation of the Surviving Entity until altered, amended, or repealed as provided in the Articles or as provided by law.

2.02 Effective Date. The effective date of the merger ("Effective Date") shall be the date the Articles of Merger are filed with the Secretary of State.

Section 3. Representations and Warranties of Constituent Entities.

3.01 Absorbed Entity No. 1. As a material inducement to the Surviving Entity to execute this Agreement and perform its obligations under this Agreement, Absorbed Entity No. 1 represents and warrants to the Surviving Entity as follows:

- (a) Corporation. Absorbed Entity No. 1 is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own, operate and lease its properties, as presently owned, operated and leased, and to conduct its business as now and heretofore conducted. Absorbed Entity No. 1 has no other office or other place

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Absorbed Entity No. 1 does business other than as stated in the Recitals above. Absorbed Entity No. 1 has delivered to Surviving Entity true and complete copies of the Incorporation and Bylaws of Absorbed Entity No. 1.

(b) Subsidiaries. Absorbed Entity No. 1 has no Subsidiaries and no ownership interest in any business organization or entity other than as previously disclosed.

(c) Corporate Interest. As of the time immediately prior to the merger one hundred percent (100%) of Absorbed Entity No. 1 will be owned by and will be free and clear of any lien, liability, encumbrance or other restriction, as follows:

Name	Percent of Interest
John Staluppi	50%
John Rosatti	50%

There is no restriction imposed by Absorbed Entity No. 1 or by any other person on transfers of any of the shares.

(d) Tax Matters. Absorbed Entity No. 1 has duly filed with the appropriate federal, state, and local government agencies all tax returns and reports or claims to be due by any taxing authority, except for any taxes being contested in good faith by appropriate proceeding.

(e) Books and Records. The books and records of Absorbed Entity No. 1 are true and complete and accurately record all action taken by their Shareholders, Officers and Directors.

(f) Shareholders. The names and addresses of all of Absorbed Entity No. 1's shareholders are:

Name	Address
John Staluppi	2325 Snug Harbor Drive Palm Beach Gardens, FL 33410
John Rosatti	6010 Ship Yard Lane Easton, MD 21601

(g) Authority Relative to Agreement. The execution, delivery and performance of this Agreement by Absorbed Entity No. 1 and the consummation by Absorbed Entity No. 1 of the transaction contemplated hereby, has been duly and effectively authorized by any necessary action, and this Agreement constitutes a legal, valid and binding obligation of Absorbed Entity No. 1 and is enforceable against Absorbed Entity No. 1 in accordance with the terms contained herein.

(h) Effect of Agreement. The execution, delivery, and performance of this Agreement by Absorbed Entity No. 1 hereby does not (i) require the consent, waiver, approval, license or authorization of any person or public authority; (ii) violate, with or without the giving of notice or the passage of time, any provision of law applicable to Absorbed Entity No. 1; conflict with or result in a breach of the Absorbed Entity No. 1's Bylaws, or any mortgage deed or trust, license, indenture, or other agreement or instrument, or any judgment, decree, statute, regulation or other restriction

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of any kind or character to which Absorbed Entity No. 1 is a party or by which Absorbed Entity No. 1 or any of Absorbed Entity No. 1's assets may be bound or give to others any right to terminate or result in termination of any provision of any such instruments; (iv) result in the creation of any lien, charge or encumbrance upon any of the property or assets of Absorbed Entity No. 1 or in the acceleration or maturity of any debt of Absorbed Entity No. 1.

(i) Finders Fees. No person acting on behalf of Absorbed Entity No. 1 has claimed or is entitled to, under any contract or otherwise, any payment as a broker, finder or intermediary in connection with the origin, negotiation, execution or consummation of the transaction provided for in this Agreement.

(j) No Known Adverse Factors. Absorbed Entity No. 1 has no knowledge of any material adverse factors affecting Absorbed Entity No. 1 except normal market competitive forces.

3.02 Absorbed Entity No. 2. As a material inducement to the Surviving Entity to execute this Agreement and perform its obligations under this Agreement, Absorbed Entity No. 2 represents and warrants to the Surviving Entity as follows:

(a) Corporation. Absorbed Entity No. 2 is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own, operate and lease its properties, as presently owned, operated and leased, and to conduct its business as now and heretofore conducted. Absorbed Entity No. 2 has no other office or other place Absorbed Entity No. 2 does business other than as stated in the Recitals above. Absorbed Entity No. 2 has delivered to Surviving Entity true and complete copies of the Incorporation and Bylaws of Absorbed Entity No. 2.

(b) Subsidiaries. Absorbed Entity No. 2 has no Subsidiaries and no ownership interest in any business organization or entity other than as previously disclosed.

(c) Corporate Interest. As of the time immediately prior to the merger one hundred percent (100%) of Absorbed Entity No. 2 will be owned by and will be free and clear of any lien, liability, encumbrance or other restriction, as follows:

Name	Percent of Interest
John Staluppi	50%
John Rosatti	50%

There is no restriction imposed by Absorbed Entity No. 2 or by any other person on transfers of any of the shares.

(d) Tax Matters. Absorbed Entity No. 2 has duly filed with the appropriate federal, state, and local government agencies all tax returns and reports or claims to be due by any taxing authority, except for any taxes being contested in good faith by appropriate proceeding.

(e) Books and Records. The books and records of Absorbed Entity No. 2 are true and complete and accurately record all action taken by their Shareholders, Officers and Directors.

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- (f) Shareholders The names and addresses of all of Absorbed Entity No. 2's shareholders are: H000000670984

Name	Address
John Staluppi	2325 Snug Harbor Drive Palm Beach Gardens, FL 33410
John Rosatti	6010 Ship Yard Lane Easton, MD 21601

(g) Authority Relative to Agreement. The execution, delivery and performance of this Agreement by Absorbed Entity No. 2 and the consummation by Absorbed Entity No. 2 of the transaction contemplated hereby, has been duly and effectively authorized by any necessary action, and this Agreement constitutes a legal, valid and binding obligation of Absorbed Entity No. 2 and is enforceable against Absorbed Entity No. 2 in accordance with the terms contained herein.

(h) Effect of Agreement. The execution, delivery, and performance of this Agreement by Absorbed Entity No. 2 hereby does not (i) require the consent, waiver, approval, license or authorization of any person or public authority; (ii) violate, with or without the giving of notice or the passage of time, any provision of law applicable to Absorbed Entity No. 2; conflict with or result in a breach of the Absorbed Entity No. 2's Bylaws, or any mortgage deed or trust, license, indenture, or other agreement or instrument, or any judgment, decree, statute, regulation or other restriction of any kind or character to which Absorbed Entity No. 2 is a party or by which Absorbed Entity No. 2 or any of Absorbed Entity No. 2's assets may be bound or give to others any right to terminate or result in termination of any provision of any such instruments; (iv) result in the creation of any lien, charge or encumbrance upon any of the property or assets of Absorbed Entity No. 2 or in the acceleration or maturity of any debt of Absorbed Entity No. 2.

(i) Finders Fees. No person acting on behalf of Absorbed Entity No. 2 has claimed or is entitled to, under any contract or otherwise, any payment as a broker, finder or intermediary in connection with the origin, negotiation, execution or consummation of the transaction provided for in this Agreement.

(j) No Known Adverse Factors. Absorbed Entity No. 2 has no knowledge of any material adverse factors affecting Absorbed Entity No. 2 except normal market competitive forces.

3.03 Surviving Entity. As a material inducement to Absorbed Entity No. 1 and Absorbed Entity No. 2 to execute this Agreement and perform their obligations under this Agreement, Surviving Entity represents and warrants to the Absorbed Entity No. 1 and Absorbed Entity No. 2 as follows:

(a) Corporation: Surviving Entity is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has full power and authority to own, operate and lease its properties, as presently owned, operated and leased, and to conduct its business as now and heretofore conducted. Surviving Entity has no other office or other place of business other than as stated in the Recitals above. Surviving Entity has delivered to Absorbed Entity No. 1 and Absorbed Entity No. 2 true and complete copies of the Certificate of Incorporation and Bylaws of Surviving Entity.

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(b) Subsidiaries. Surviving Entity has no Subsidiaries and no ownership interest in any business organization or entity other than as previously disclosed. H000000670984

(c) Surviving Entity Interest. As of the time immediately prior to the merger one hundred percent (100%) of Surviving Entity will be owned by and will be free and clear of any lien, liability, encumbrance or other restriction, as follows:

Shareholders	Percent of Interest
John Staluppi	50%
John Rosatti	50%

There is no restriction imposed by the Surviving Entity or by any other person on transfers of any of the shares.

(d) Tax Matters. The Surviving Entity has duly filed with the appropriate federal, state, and local government agencies all tax returns and reports or claims to be due by any taxing authority, except for any taxes being contested in good faith by appropriate proceeding.

(e) Books and Records. The books and records of Surviving Entity are true and complete and accurately record all action taken by their Members and Manager.

(f) Shareholders: The names and addresses of all of Surviving Entity's Shareholders are:

Name	Address
John Staluppi	2325 Snug Harbor Drive Palm Beach Gardens, FL 33410
John Rosatti	6010 Ship Yard Lane Easton, MD 21601

(g) Authority Relative to Agreement. The execution, delivery and performance of this Agreement by Surviving Entity and the consummation by Surviving Entity of the transaction contemplated hereby, has been duly and effectively authorized by any necessary action, and this Agreement constitutes a legal, valid and binding obligation of Surviving Entity and is enforceable against Surviving Entity in accordance with the terms contained herein.

(h) Effect of Agreement. The execution, delivery, and performance of this Agreement by Surviving Entity hereby does not (i) require the consent, waiver, approval, license or authorization of any person or public authority; (ii) violate, with or without the giving of notice or the passage of time, any provision of law applicable to Surviving Entity; conflict with or result in a breach of the Surviving Entity's Articles of Incorporation or Bylaws, or any mortgage deed or trust, license, indenture, or other agreement or instrument, or any judgment, decree, statute, regulation or other restriction of any kind or character to which Surviving Entity is a party or by which Surviving Entity or any of Surviving Entity's assets may be bound or give to others any right to terminate or result in termination of any provision of any such instruments; (iv) result in the creation of any lien, charge or encumbrance upon any of the property or assets of Surviving Entity or in the acceleration or H000000670984

maturity of any debt of Surviving Entity.

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(i) Finders Fees. No person acting on behalf of Surviving Entity has claimed or is entitled to, under any contract or otherwise, any payment as a broker, finder or intermediary in connection with the origin, negotiation, execution or consummation of the transaction provided for in this Agreement.

(j) No Known Adverse Factors. Surviving Entity has no knowledge of any material adverse factors affecting Surviving Entity except normal market competitive forces.

3.03 Securities Laws. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in the area.

Section 4. Covenants, Actions and Obligations Prior to the Effective Date.

4.01 Interim Conduct of Business; Limitations. Pending consummation of the merger, each of the constituent entities will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

4.02 Submission to Owners. This Agreement shall be submitted separately to the owners of the constituent entities in the manner provided by the laws of the State of Florida for approval.

Section 5. Manner of Converting Ownership Interest.

5.01 Manner. The holders of shares of Absorbed Entity No. 1 and Absorbed Entity No. 2, respectively shall surrender their shares to the secretary of the Surviving Entity promptly after the Effective Date, in exchange for shares in the Surviving Entity to which they are entitled under this SECTION.

5.02 Basis. (a) The manner and basis of converting the shares of the Surviving Entity and the shares of Absorbed Entity No. 1 and Absorbed Entity No. 2, respectively, into membership interests in Surviving Entity, is as follows:

Each Shareholder of Absorbed Entity No. 1 and Absorbed Entity No. 2 will be issued one (1) share in Surviving Entity for each share held by the Shareholder of Absorbed Entity No. 1 and Absorbed Entity No. 2.

6. Officers

6.01 Officers of Surviving Entity. On the Effective Date, the names of the Officers of the Surviving Entity, who shall hold office, respectively until the next annual meeting of the shareholders and directors of the Surviving Entity or until their respective successors have been elected or appointed and qualified are:

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(a) Officers:

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President: John Staluppi
Secretary: John Staluppi
Vice President: Wayne Creber

Section 7. Bylaws.

7.01 Bylaws of Surviving Entity. The Bylaws of Surviving Entity on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Entity until altered, amended, or repealed as provided in the Bylaws or as provided by law.

Section 8. Termination.

8.01 Termination or Abandonment of Merger. This Agreement and Plan of Merger may be abandoned by action of the Members, Manager or Partners of either Surviving Entity or Absorbed Entity No. 1 or Absorbed Entity No. 2 at any time prior to the Effective Date on the happening of either of the following events:

(a) If the merger is not approved by the Shareholders, as applicable, of either Surviving Entity or Absorbed Entity No. 1 or Absorbed Entity No. 2 on or before December 31, 2000; or

(b) If, in the judgment of the Shareholders, as applicable, of either Surviving Entity, Absorbed Entity No. 1 or Absorbed Entity No. 2, the merger would be impracticable because of the number of dissenting shareholders asserting appraisal rights under the laws of the state of Florida; or

(c) The discovery prior to the Effective Date of any misrepresentation contained herein without the party to whom the misrepresentation was made waiving said misrepresentation.

Section 9. Miscellaneous.

9.01 Entire Agreement. This Agreement, together with Exhibits annexed hereto, if any, constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral, among the parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner, except as specifically set forth herein.

9.02 Modifications. Any purported amendment, change or modification of this Agreement shall be void unless in writing and signed by all the parties hereto.

9.03 Governing Law and Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of Florida. Venue shall be Palm Beach County, Florida, in connection with any litigation arising from this Agreement.

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Absorbed Entity No. 1:

20th Street Inc.


John Statuppi, President

Attest: 
Jeanette Statuppi, Secretary

Absorbed Entity No. 2:

Broadway Properties, Inc.


Wayne Greber, President

Attest: 
Wayne Greber, Secretary

Surviving Entity:

Hudgins 2010 Corporation


John Statuppi, President

Attest: 
John Statuppi, Secretary

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