

P 99000058931

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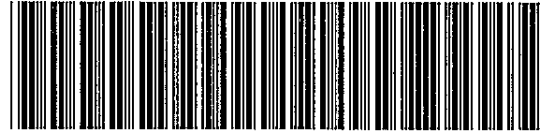
(Business Entity Name)

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RECEIVED
03 MAY 16 PM 1:00
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2003 MAY 16 PM 3:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. Ooullatte MAY 16 2003



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 096435 7145323
AUTHORIZATION : *Patricia Pijoto*
COST LIMIT : \$ 70.00

ORDER DATE : May 16, 2003
ORDER TIME : 11:22 AM
ORDER NO. : 096435-005
CUSTOMER NO: 7145323
CUSTOMER: Mr. Wade Boyette
Gray, Harris & Robinson, P.a.
P.o. Box 120848
Clermont, FL 34712-0848

ARTICLES OF MERGER

ALL AMERICAN COOKWARE, INC.

INTO

HURLEY INDUSTRIES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
ALL AMERICAN COOKWARE, INC.
INTO
HURLEY INDUSTRIES, INC.

Under Section 607.1101 of Florida Statutes

FILED
2003 MAY 16 PM 3:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1101 of the Florida Statutes, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are ALL AMERICAN COOKWARE, INC., a Florida corporation, and HURLEY INDUSTRIES, INC., a Florida corporation. The surviving corporation is HURLEY INDUSTRIES, INC.

SECOND: The Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

THIRD: The plan of merger was duly adopted by the shareholders of each party to the merger on the 9 day of May, 2003.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 9 day of May, 2003.

HURLEY INDUSTRIES, INC.

By: 

By: 

Bryan David Hurley, President

Bryan David Hurley, Secretary

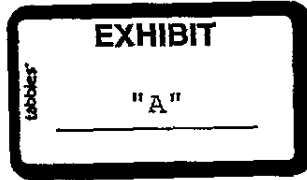
ALL AMERICAN COOKWARE, INC.

By: 

By: 

Bryan David Hurley, President

Bryan David Hurley, Secretary



AGREEMENT
AND
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated this 9 day of May, 2003, between ALL AMERICAN COOKWARE, INC., a Florida corporation ("ALL AMERICAN") and HURLEY INDUSTRIES, INC., a Florida corporation ("HURLEY INDUSTRIES"), being sometimes referred to herein as the "Constituent Corporation".

WITNESSETH:

WHEREAS, ALL AMERICAN is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 1000 shares of Common Stock, of which as of the date hereof 200 shares of Common Stock were validly issued and outstanding.

WHEREAS, HURLEY INDUSTRIES is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 1000 shares of Common Stock, of which as of the date hereof 100 shares of Common Stock are validly issued and outstanding.

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporation and its shareholders that ALL AMERICAN be merged into HURLEY INDUSTRIES.

WHEREAS, the Shareholders of ALL AMERICAN will receive in exchange for their stock in ALL AMERICAN cash or common stock of HURLEY INDUSTRIES, as more fully described in ARTICLE VI hereafter.

NOW, THEREFORE, the Constituent Corporations hereby agree that ALL AMERICAN shall be merged with and into HURLEY INDUSTRIES (sometimes referred to herein as the "Surviving Corporation") in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger.

ARTICLE I
THE CONSTITUENT CORPORATIONS

The names of the Constituent Corporations to the merger are ALL AMERICAN COOKWARE, INC., a Florida corporation, (Florida Charter No. P01000070280) and HURLEY INDUSTRIES, INC. a Florida corporation (Florida Charter No. P99000058931).

ARTICLE II
THE MERGER; THE SURVIVING CORPORATION

On the Effective Date, as hereinafter defined, ALL AMERICAN shall be merged into HURLEY INDUSTRIES in accordance with the applicable provisions of Chapter 607 of the Florida Statutes (the Florida General Corporation Act). HURLEY INDUSTRIES shall be the surviving Corporation. The name of the Surviving Corporation shall be HURLEY INDUSTRIES, and shall be governed by the laws of the State of Florida.

ARTICLE III
THE EFFECT OF THE MERGER

From and after the filing of the Articles of Merger in accordance with Article VII hereof, the Constituent Corporation shall be a single corporation, which shall be the Surviving Corporation. From and after such filing, the separate existence of ALL AMERICAN shall cease, while the corporate existence of HURLEY INDUSTRIES shall continue unaffected and unimpaired. The Surviving Corporation shall have all the rights, privileges, immunities, and powers, and shall be subject to all the duties and liabilities, of a corporation organized under the Florida General Corporation Act. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Constituent Corporations. All property, real, personal and mixed, and all debts on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the

Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporation shall be impaired by such merger.

ARTICLE IV SUPPLEMENTARY ACTION

If at any time after the Effective Date any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect, confirm or record in the Surviving Corporation the title to any property or rights of either of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement and Plan of Merger, the proper officers and directors of the respective Constituent Corporations as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement and Plan of Merger.

ARTICLE V CERTIFICATE OF INCORPORATION AND BY-LAWS: OFFICERS AND DIRECTORS

(a) The Certificate of Incorporation and By-Laws of HURLEY INDUSTRIES, as heretofore amended and in effect on the Effective Date, shall be the Certificate of Incorporation and By-Laws

of the Surviving Corporation, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

(b) The persons who shall serve as directors of the Surviving Corporation shall be Bryan David Hurley. The persons who shall serve as officers of the Surviving Corporation, and the offices in which they shall serve, shall be:

President:	Bryan David Hurley
Vice President:	Bryan David Hurley
Secretary/Treasurer:	Bryan David Hurley

ARTICLE VI

TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS

(a) Each share of the Common Stock of HURLEY INDUSTRIES outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII shall continue in existence as a share of the merged corporations and there shall be no distribution of cash or securities with respect thereto.

(b) Each share of the Common stock of ALL AMERICAN outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII shall, by virtue of the merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and the common stock of HURLEY INDUSTRIES, cash, securities or other property to be issued in respect thereof shall be as follows:

1. HURLEY INDUSTRIES shall issue to Bryan David Hurley, in exchange for his 200 shares of common stock of ALL AMERICAN, 200 shares of the authorized common stock of HURLEY INDUSTRIES.

ARTICLE VII

APPROVAL BY SHAREHOLDERS

This Plan of Merger shall be submitted to the respective shareholders of the Constituent

Corporations for approval as provided by the Florida General Corporation Act at meetings duly convened on the 9 day of May, 2003. If duly adopted by the requisite vote of such shareholders, Articles of Merger meeting the requirements of the Florida General Corporation Act shall be filed immediately in the appropriate office in Florida.

ARTICLE VIII EFFECTIVE DATE

The merger of ALL AMERICAN into HURLEY INDUSTRIES shall become effective upon the filing of the Articles of Merger in accordance with the Florida General Corporation Act. The date on which such merger shall become effective is herein called the "Effective Date".

ARTICLE IX COVENANTS OF ALL AMERICAN COOKWARE, INC.

ALL AMERICAN covenants and agrees that: (a) it will not further amend its certificate of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE X TERMINATION

Anything to the contrary herein or elsewhere notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

ARTICLE XI COUNTERPARTS

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together

constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

ALL AMERICAN COOKWARE, INC.

By 

Bryan David Hurley, President

HURLEY INDUSTRIES, INC.

By 

Bryan David Hurley, President