

P99000065156

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TALLAHASSEE, FLORIDA

MAY '8 2012

C. MUSTAIN

Morgan
eff 5/15

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: KC'S SHRIMP SHACK, INC.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

STEVEN I. WINER

Contact Person

ROETZEL & ANDRESS LPA

Firm/Company

2320 FIRST ST., #1000

Address

FORT MYERS, FL 33901

City/State and Zip Code

SWINER@RALAW.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

STEVEN I. WINER

Name of Contact Person

At (239)

338-4213

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

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)
KC'S SHRIMP SHACK INC.	LEE COUNTY, FL	P99000065156

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
THREE BELLES, INC.	LEE COUNTY, FL	P03000007279
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECRETARY OF STATE

Third: The Plan of Merger is attached.

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

OR May / 15 / 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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

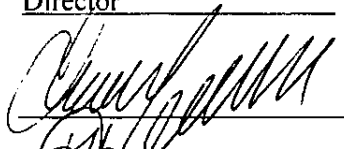
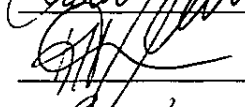
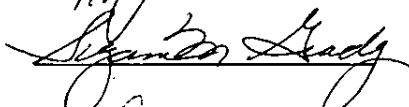
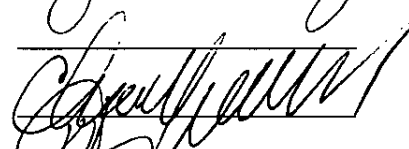
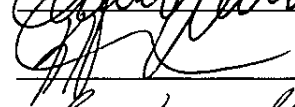
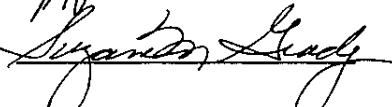
Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

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**

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
<u>THREE BELLES, INC.</u>		<u>CHARLOTTE FENNELL - PRES/DIR</u>
<u>THREE BELLES, INC.</u>		<u>KATHY J. HARSHMAN - VP/DIR</u>
<u>THREE BELLES, INC.</u>		<u>SUZANNE M. GRADY - S/T/DIR</u>
<u>KC'S SHRIMP SHACK INC.</u>		<u>CHARLOTTE FENNELL - PRES/DIR</u>
<u>KC'S SHRIMP SHACK INC.</u>		<u>KATHY J. HARSHMAN - VP/DIR</u>
<u>KC'S SHRIMP SHACK INC.</u>		<u>SUZANNE M. GRADY - S/T/DIR</u>
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PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

KC'S SHRIMP SHACK INC.

LEE COUNTY, FL

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

THREE BELLES, INC.

LEE COUNTY, FL

Third: The terms and conditions of the merger are as follows:
SEE ATTACHED AGREEMENT AND PLAN OF MERGER

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
N/A

OR

Restated articles are attached:
N/A

Other provisions relating to the merger are as follows:
SEE ATTACHED AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 15th day of May, 2012, by and between KC'S SHRIMP SHACK, INC., a corporation organized and existing under the laws of the State Florida whose address is 4331 Veronica Shoemaker Boulevard, Suite 6, Fort Myers, Florida 33916 (the "Merging Company") and THREE BELLES, INC., a corporation organized and existing under the laws of the State Florida whose address is 4331 Veronica Shoemaker Boulevard, Suite 6, Fort Myers, Florida 33916 (the "Merged Company").

WHEREAS, the respective Boards of Directors and Shareholders of the Merging Company and the Members of the Merged Company have deemed it advisable and to the advantage of both companies that the Merged Company merge into the Merging Company upon the terms and conditions herein provided;

WHEREAS, the Merging Company and Second Merged Company intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Boards of Directors and Shareholders of the Merging Company and the Members of the Merged Company have approved this Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Company and the Merged Company hereby agree to merge in accordance with the following plan:

1. Merger. The Merged Company shall be merged with and into the Merging Company, and the Merging Company shall survive the merger, all as, and with the effect, provided by the Florida Business Corporation Act and this Agreement and Plan of Merger. As soon as practicable after the Board of Directors and Shareholders of the Merging Company and the Members of the Merged Company approve this Agreement and Plan of Merger, an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the close of business on May 15, 2012 if the Certificate of Merger shall be filed prior to 5:00 p.m. local time on such date (hereinafter referred to as the "Effective Time").

2. Directors and Officers and Governing Documents. The directors and officers of the Merging Company shall be the same upon the Effective Time as they are for the Merging Company immediately prior thereto. The Certificate of Incorporation of the Merging Company shall continue to be the Certificate of Incorporation of the Merging Company as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The by-laws of the Merging Company, as in effect at the Effective Time, shall continue to be the by-laws of the Merging Company as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merged Company. At and after the Effective Time, the Merging Company shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merged Company; any and all property, real, personal and mixed, and any and all debts due either of the Merged Company on whatever account, and all other choses in action, and all and every other interest of either of the Merged Company shall be taken and transferred to and vested in the Merging Company without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Merged Company shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, as and when required by the Merging Company, there shall be executed and delivered on behalf of the Merged Company 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 or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging Company the title to and possession of powers, franchises and authority of each of the First Merged Company and the Second Merged Company and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Merging Company are fully authorized in the name and on behalf of the Merged Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Membership Units of the Merged Company. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each unit of the issued and outstanding Membership Certificates of the Merged Company shall be changed and converted into one share of Common Stock of the Merging Company.

6. Stock of the Merging Company. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of the Merging Company outstanding immediately prior thereto shall retain the status of an authorized and issued share of Common Stock of the Merging Company.

7. Stock Certificates. At and after the Effective Time, each unit of the issued and outstanding Membership Certificates of the Merged Company shall be exchanged for certificates representing an equal number of shares of Common Stock of the Merging Company. Promptly upon such exchange, the Merging Company shall cause to be cancelled and retired each such certificate representing each unit of the issued and outstanding Membership Certificates of the Merged Company represented thereby.

8. Employee Benefit Plans. As of the Effective Time, the Merging Company shall assume all obligations of the Merged Company under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Merging Company in respect of this Agreement and Plan of Merger in accordance with the following:

- (a) The assets and liabilities of each of the Merged Company immediately

prior to the Effective Time shall be recorded on the books of the Merging Company at the same amounts at which they were carried on the books of the Merged Company immediately prior to the Effective Time.

(b) There shall be credited as stated capital in respect of the Common Stock of the Merging Company the aggregate amount of the par value of all shares of Common Stock issued as a result of the conversion of the issued and outstanding Membership Certificates of the Merged Company into shares of Common Stock of the Merging Company pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of the Merging Company the amount credited as stated capital in respect of issued and outstanding Membership Certificates of the Merged Company pursuant to paragraphs (b) and (c) of this Section 9.

10. Amendment. At any time before or after approval and adoption by the Members of the Merged Company and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the Board of Directors of the Merged Company to be necessary, desirable or expedient; provided, however, that, after approval of the Members of the Merged Company, such amendment may not materially and adversely alter or amend the terms of this Agreement and Plan of Merger.

11. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of either the Merging Company or the Merged Company or both, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of the Merging Company or by the Members of the Merged Company or any of them.

12. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

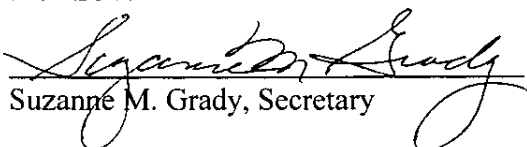
IN WITNESS WHEREOF, each of the Companies hereto, pursuant to authority granted by the Members of the Merged Company and the Board of Directors and Shareholders of the Merging Company has caused this Agreement and Plan of Merger to be executed by its President or Managing Member, as the case may be, and attested to by its Secretary or Assistant Secretary and its corporate or company seal to be affixed hereto, as of the date first above written.

THE MERGED COMPANY:
THREE BELLES, INC

By: _____

Charlotte A. Bernell, President

ATTEST:

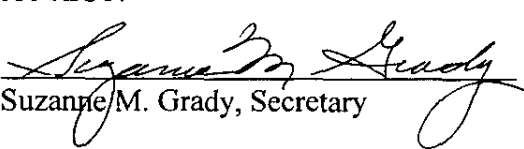

Suzanne M. Grady, Secretary

THE MERGED COMPANY:
KC'S SHRIMP SHACK, INC.

By: 

Charlotte A. Fennell, President

ATTEST:


Suzanne M. Grady, Secretary