

P99000006170

DEC 31 2003 4:32 PM ms CORPORATION SVC CO NO 182 EP 1 10:1

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H03000345040 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 205-0380

From:
Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 521-0925

EFFECTIVE DATE
1-1-04

SK

MERGER OR SHARE EXCHANGE

HUNT ENTERPRISES OF ILLINOIS, INC.

Certificate of Status	0
Certified Copy	0
Page Count	10
Estimated Charge	\$70.00

RECEIVED
03 DEC 31 PM 4:46
DIVISION OF CORPORATIONS

FILED
03 DEC 31 PM 4:57
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Electronic Filing Menu

Corporate Filing

Public Access Help

DEC. 31. 2003 4:32PM

CORPORATION SVC CO

NO. 182 P. 2/10

H03000345040 3

EFFECTIVE DATE

1-1-04

ARTICLES OF MERGER
OF
HOLLY HUNT MIAMI, INC.
INTO
HUNT ENTERPRISES OF ILLINOIS, INC.

03 DEC 31 PM 4: 57
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of 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 Holly Hunt Miami, Inc., a Florida corporation with and into Hunt Enterprises of Illinois, Inc., an Illinois corporation.
2. The shareholders of Holly Hunt Miami, Inc. entitled to vote on the aforesaid Agreement and Plan of Merger approved and adopted the Agreement and Plan of Merger by written consent given by them on December 31, 2003 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
3. The merger of Holly Hunt Miami, Inc. with and into Hunt Enterprises of Illinois, Inc. is permitted by the laws of the jurisdiction of organization of Hunt Enterprises of Illinois, Inc. and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the shareholders of Hunt Enterprises of Illinois, Inc. was December 31, 2003.
4. The effective time and date of the merger herein provided for in the State of Florida shall be 1:01 a.m. E.S.T. on January 1, 2004.

H03000345040 3

DEC. 31. 2003 4:32PM CORPORATION SVC CO

NO. 182 P. 3/10
H03000345040 3

Executed on December 31, 2003

HOLLY HUNT MIAMI, INC.

By: 

Holly Hunt, Chief Executive Officer

HUNT ENTERPRISES OF ILLINOIS, INC.

By: 

Holly Hunt, Chief Executive Officer

AGREEMENT AND PLAN OF MERGER
OF
THE HOLLY HUNT COLLECTION LTD.,
HOLLY HUNT LTD.,
GREAT PLAINS LTD.
AND
HOLLY HUNT MIAMI, INC.
WITH AND INTO
HUNT ENTERPRISES OF ILLINOIS, INC.

This AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2003 (this "Agreement and Plan of Merger"), is made by and among Hunt Enterprises of Illinois, Inc., an Illinois Corporation ("Hunt Enterprises"), The Holly Hunt Collection Ltd., an Illinois Corporation ("Holly Hunt Collection"), Holly Hunt Ltd., an Illinois Corporation ("Holly Hunt Ltd."), Great Plains Ltd., an Illinois Corporation ("Great Plains"), and Holly Hunt Miami, Inc., a Florida Corporation ("Holly Hunt Miami") and, together with Hunt Enterprises, Holly Hunt Collection, Holly Hunt Ltd. and Great Plains, the "Companies").

RECITALS

WHEREAS, the Boards of Directors of each of the Companies deem it advisable and desirable and in the best interests of their respective Companies and their respective shareholders that, upon the terms and subject to the conditions herein stated, each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami be merged with and into Hunt Enterprises pursuant to the Illinois Business Corporation Act of 1983, as amended (the "IBCA") (and with respect solely to the merger of Holly Hunt Miami into Hunt Enterprises, the Florida Business Corporation Act (the "Florida Act")) and that Hunt Enterprises be the surviving corporation (the "Mergers");

WHEREAS, the Companies intend for each Merger to qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, immediately following the Mergers, the common stock, no par value per share, of Hunt Enterprises shall be owned as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
The Mergers

1.1 At the Effective Time (as hereinafter defined), (a) each of Holly Hunt Collection, Holly Hunt Ltd. and Great Plains will be merged with and into Hunt Enterprises in accordance with Section 11.05 of the IBCA and (b) Holly Hunt Miami will be merged with and into Hunt Enterprises in accordance with Section 11.35 of the IBCA and Sections 607.1101 and 607.1107 of the Florida Act. Following the Mergers, Hunt Enterprises will continue as the sole surviving corporation (the "Surviving Company") and the separate existence of each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will cease.

ARTICLE II
Effective Time

2.1 If this Agreement and Plan of Merger is duly adopted by (a) the affirmative vote of the shareholders of each of Hunt Enterprises, Holly Hunt Collection, Holly Hunt Ltd. and Great Plains holding at least two-thirds of the shares entitled to vote on this Agreement and Plan of Merger and (b) by the affirmative vote of the shareholder of Holly Hunt Miami holding at least a majority of the shares entitled to vote on this Agreement and Plan of Merger, and is not terminated in accordance with Section 4 hereof, articles of merger reflecting this Agreement and Plan of Merger will be (x) executed by each of Hunt Enterprises, Holly Hunt Collection, Holly Hunt Ltd., and Great Plains and filed with the Illinois Secretary of State in accordance with Section 11.25 of the IBCA and (y) executed by Hunt Enterprises and Holly Hunt Miami and filed with the Florida Department of State in accordance with Section 607.1105 of the Florida Act.

2.2 The Mergers will become effective as of 12:01 a.m. (C.S.T.) on January 1, 2004 (the "Effective Time") as set forth in the articles of merger to be filed with the Illinois Secretary of State and the Florida Secretary of State, or such later time as may be agreed to by the Companies and as may be set forth therein.

ARTICLE III
Effects of the Merger

3.1 General Effects. The Merger will have the effects set forth in Section 11.50 of the IBCA and Section 607.1106 of the Florida Act. Without limiting the generality of the foregoing, as of the Effective Time, all properties, rights, privileges and powers of each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will vest in the Surviving Company and all debts, liabilities and obligations of each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will become debts, liabilities and obligations of the Surviving Company.

3.2 Conversion of Stock. At the Effective Time:

(a) Each share of common stock, no par value per share, of Holly Hunt Collection ("Holly Hunt Collection Stock") issued and outstanding immediately prior to the

Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 504.04 validly issued, fully paid and nonassessable shares of common stock, no par value per share, of Hunt Enterprises ("Surviving Company Stock"). At the Effective Time, all of the Holly Hunt Collection Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(a) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such shares of Holly Hunt Collection Stock shall thereafter cease to have any rights with respect to such shares of Holly Hunt Collection Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(a), the number of Surviving Company Stock specified above.

(b) Each share of common stock, no par value per share, of Holly Hunt Ltd. ("Holly Hunt Ltd. Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 0.27641 validly issued, fully paid and nonassessable shares of Surviving Company Stock. At the Effective Time, all of the Holly Hunt Ltd. Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(b) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such shares of Holly Hunt Ltd. Stock shall thereafter cease to have any rights with respect to such shares of Holly Hunt Ltd. Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(b), the number of Surviving Company Stock specified above.

(c) Each share of common stock, no par value per share, of Great Plains ("Great Plains Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 11.559 validly issued, fully paid and nonassessable shares of Surviving Company Stock. At the Effective Time, all of the Great Plains Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(c) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such shares of Great Plains Stock shall thereafter cease to have any rights with respect to such shares of Great Plains Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(c), the number of Surviving Company Stock specified above.

(d) Each share of common stock, par value \$1.00 per share, of Holly Hunt Miami ("Holly Hunt Miami Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers and without any action on the part of the holder thereof, be converted into the right to receive 34.6 validly issued, fully paid and nonassessable shares of Surviving Company Stock. At the Effective Time, all of the Holly Hunt Miami Stock converted into the right to receive Surviving Company Stock pursuant to this Section 3.2(d) shall, by virtue of the Mergers and without any action on the part of the holders thereof, cease to be outstanding, be cancelled and cease to exist, and each holder of a certificate theretofore representing any such

shares of Holly Hunt Miami Stock shall thereafter cease to have any rights with respect to such shares of Holly Hunt Miami Stock, except the right to receive, upon the surrender of such certificate (or other appropriate action) in accordance with this Section 3.2(d), the number of Surviving Company Stock specified above.

(e) Each share of capital stock of Hunt Enterprises issued and outstanding immediately prior to the Effective Time shall, by virtue of the Mergers, automatically cease to be outstanding and shall be cancelled, and no shares of Surviving Company Stock shall be delivered in exchange therefore.

(f) All shares of capital stock that are owned as treasury stock by any of the Companies and all shares of capital stock of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami other than the Holly Hunt Collection Stock, Holly Hunt Ltd. Stock, Great Plains Stock and Holly Hunt Miami Stock shall, by virtue of the Mergers, automatically cease to be outstanding, shall be cancelled and shall cease to exist, and no shares of Surviving Company Stock shall be delivered in exchange therefor.

(g) Notwithstanding anything to the contrary set forth herein, no fractional shares of Surviving Company Stock shall be issued in connection with the Mergers. Each fractional share to which a shareholder having the right to receive Surviving Company Stock in accordance with this Section 3.2 would otherwise be entitled will be rounded to the nearest whole share.

3.3 Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of Hunt Enterprises, as amended through the Effective Time, will be the Articles of Incorporation and Bylaws of the Surviving Company until further amended in accordance with the provisions thereof and of applicable law.

3.4 Name. The name of the Surviving Company will be "Hunt Enterprises of Illinois, Inc."

3.5 Directors and Officers. The directors and officers of Hunt Enterprises immediately prior to the Effective Time will be the directors and officers, respectively, of the Surviving Company, and will hold office from the Effective Time in accordance with the Articles of Incorporation and Bylaws of the Surviving Company until their respective successors are duly elected or appointed.

ARTICLE IV Amendment and Termination

4.1 At any time prior to the Effective Time, this Agreement and Plan of Merger may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by the Boards of Directors of each of the Companies.

4.2 At any time prior to the Effective Time, notwithstanding the adoption of this Agreement and Plan of Merger by the shareholders of each of the Companies, this Agreement

and Plan of Merger may be terminated and abandoned by the Board of Directors of any or all of the Companies.

ARTICLE V
Certain Agreements of the Parties

5.1 General. In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement and Plan of Merger, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as another party reasonably may request, at the sole cost and expense of the requesting party.

5.2 Tax Matters. Any sales, transfer, use or other similar taxes imposed as a result of the transactions contemplated by this Agreement and Plan of Merger and all recording, transfer and other similar taxes and fees payable as a result of the public recordation of the instruments of conveyance hereunder shall be borne by the recipient of shares of stock triggering such taxes.

5.3 Consents. The parties shall cooperate after the Effective Time to obtain all material consents, approvals or authorizations of any governmental entities or third parties that are not obtained prior to the Effective Time and that are required in connection with the transactions contemplated by this Agreement and Plan of Merger.

ARTICLE VI
Miscellaneous

6.1 Expenses. Each of Holly Hunt Collection, Holly Hunt Ltd., Great Plains and Holly Hunt Miami will each bear all respective legal, accounting and other costs and expenses incurred by it or on its behalf, and a portion, to be determined in good faith by Hunt Enterprises, of any legal, accounting and other costs and expenses incurred by or on behalf of Hunt Enterprises, in connection with this Agreement and Plan of Merger and the transactions contemplated hereby.

6.2 Governing Law. This Agreement and Plan of Merger will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Illinois to be applied.

6.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

6.4 Entire Agreement. This Agreement and all of the documents, agreements and certificates executed and/or delivered in connection herewith or therewith, constitute the entire agreement among the parties in connection with the transactions contemplated hereby and supersede any prior or contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject matter hereof.

DEC. 31. 2003 4:36PM CORPORATION SVC CO

NO. 182 P. 9/10

H03000345040 3

6.5 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person or entity other than the parties hereto, their respective shareholders, and their respective successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**Pre-Merger and Post-Merger Shares**

Holly Hunt	1,000					0
Holly Hunt, or any successor in interest, as trustee of the Holly Hunt Revocable Trust, dated April 1, 1996		70	86,175	1,060	55	73,259
Preston Hunt, trustee of the Hunt Family Trust			13,825		45	5,378
Hunt Robert Tackbary		10		180		7,121
Ryan Jett Tackbary		10		180		7,121
Trent N. Tackbary		10		180		7,121