

Division of Corporations

K99428

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MERGER OR SHARE EXCHANGE  
BRITTO CENTRAL, INC.

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ARTICLES OF MERGER  
OF  
MAGICAL THINKING ART, INC.  
a Florida corporation  
INTO  
BRITTO CENTRAL, INC.  
a Florida corporation

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

1. The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Britto Central, Inc.	Florida	K94428

2. The name and jurisdiction of the merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Magical Thinking Art, Inc.	Florida	P07000004026

3. The Plan and Agreement of Merger is attached.

4. The merger shall become effective on December 31, 2013.

5. The Plan and Agreement of Merger was adopted by the shareholders of the surviving corporation on November 30<sup>th</sup>, 2013.

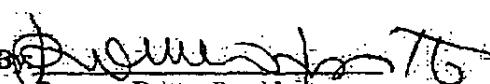
6. The Plan and Agreement of Merger was adopted by the shareholders of the merging corporation on November 30<sup>th</sup>, 2013.


Dated this 30<sup>th</sup> day of November, 2013.

Signatures of each corporation:

Merging corporation:  
Magical Thinking Art, Inc.

Surviving corporation:  
Britto Central, Inc.

By:   
Romero Britto, President

By:   
Romero Britto, President

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**PLAN AND AGREEMENT OF MERGER  
OF  
MAGICAL THINKING ART, INC.  
a Florida corporation  
INTO  
BRITTO CENTRAL, INC.  
a Florida corporation**

THIS PLAN AND AGREEMENT OF MERGER ("Agreement") is entered into as of the 30<sup>th</sup> day of November, 2013, by and between MAGICAL THINKING ART, INC., a Florida corporation (the "Merging Entity"), and BRITTO CENTRAL, INC., a Florida corporation (the "Surviving Entity"):

WHEREAS, in compliance with section 607.1101, Florida Statutes and in accordance with the laws of the State of Florida, a merger of a Florida corporation with and into a Florida corporation is permitted.

WHEREAS, the sole shareholder ("Sole Shareholder") of the Merging Entity deems it advisable and in the best interest of the Merging Entity to merge with and into the Surviving Entity pursuant to the Florida Statutes.

WHEREAS, the Sole Shareholder of the Surviving Entity deems it advisable and in the best interest of the Surviving Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to the Florida Statutes.

WHEREAS, the Sole Shareholder of the Merging Entity and Sole Shareholder of the Surviving Entity, respectively, have approved the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate the transaction described above, the Merging Entity and the Surviving Entity agree as follows:

The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving limited liability company and they further agree as follows:

1. The effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be December 31, 2013 (the "Effective Date").
2. The registered agent, and the address of the registered office of the Surviving Entity shall be as it appears on file with the office of the Secretary of State of the State of Florida. From and after the Effective Date, and until further amended, altered, or restated as provided by law, the Articles of Organization separate and apart from this Agreement

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shall be and may be separately certified as the Articles of Organization of the Surviving Entity.

3. The Bylaws of the Merging Entity, if any, shall cease to exist and the Surviving Entity's Bylaws shall remain in effect as of the Effective Date.
4. The officers and board of directors of the Merging Entity shall cease to exist in their respective positions of the Merging Entity, and the officers and board of directors of the Surviving Entity shall remain in effect as of the Effective Date.
5. This Agreement was submitted to the Sole Shareholder of the Merging Entity and the Sole Shareholder of the Surviving Entity for their respective consent and approval in accordance with Chapters 607 of the Florida Statutes, and this Agreement was adopted and approved in accordance with the laws of the State of Florida, along with the appropriate Articles of Merger, and such other documents necessary to consummate the merger pursuant to the laws of the State of Florida.
6. The manner and basis of converting the shares of the Merging Entity into shares, obligations, or other securities of the Surviving Entity, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of the Merging Entity into rights to acquire shares, obligations, or other securities of the Surviving Entity, in whole or in part, into cash or other property shall be that:
  - (a) On the Effective Date, each share of the Merging Entity's common stock issued and outstanding as of the date thereof will be cancelled without any consideration being paid therefor.
  - (b) On the Effective Date, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.
7. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.
8. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the

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Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

- 9. The principal office of the Surviving Entity shall be 818 Lincoln Road, Miami Beach, FL 33139.
- 10. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.
- 11. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.
- 12. This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

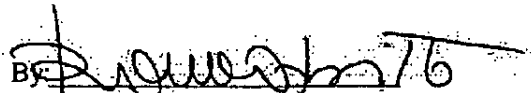
NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

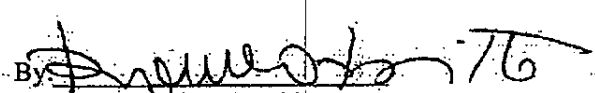
Merging Entity:

Surviving Entity:

Magical Thinking Art, Inc.,  
a Florida corporation

Britto Central, Inc.,  
a Florida corporation

By:   
Romero Britto, President

By:   
Romero Britto, President