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MERGER OR SHARE EXCHANGE  
TRICIRCLE CORP

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merger

MAR 6 2013

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** TRICIRCLE CORP  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Marisol Gonzalez  
Contact Person

Richards & Associates  
Firm/Company

2665 S. Bayshore Drive, Suite 703  
Address

Miami, Florida 33133  
City/State and Zip Code

ediaz@richards-law.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Marisol L. Gonzalez  
Name of Contact Person

At ( 305 ) 858-9900  
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

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
BELLAMAR, INC.  
AND TRICIRCLE CORP.**

**PURSUANT TO** the provisions of Section 607.1109 and Section 607.1105 of the Florida Statutes, the undersigned hereby certify that:

**FIRST:** That a Plan of Merger has been entered into as of the 12 day of February 2013, by and among TRICIRCLE CORP. ("TRICIRCLE") and BELLAMAR INC. ("BELLAMAR") ("Plan of Merger").

**SECOND:** That the name and state of each of the constituent companies is BELLAMAR INC., a Florida corporation, and TRICIRCLE CORP., a Florida corporation. The Plan of Merger provides for the merger of BELLAMAR INC. into TRICIRCLE CORP.

**THIRD:** That the name of the surviving company is TRICIRCLE CORP.

**FOURTH:** That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent companies in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Shareholder, Officers and Directors of BELLAMAR INC. on the 12 day of February 2013 and by the Shareholder, Officers and Directors of TRICIRCLE CORP. on the 12 day of February 2013.

**FIFTH:** After the effective date of the merger, the Articles of Incorporation of the surviving entity shall be identical to the surviving entity's Articles of Incorporation prior to the merger.

**SIXTH:** That the Plan of Merger is on file at the principal place of business of TRICIRCLE CORP., the surviving entity, the address of which is 151 Crandon Boulevard, Apt. 404, Key Biscayne FL 33149.

**SEVENTH:** That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any member of any company made a party thereto.

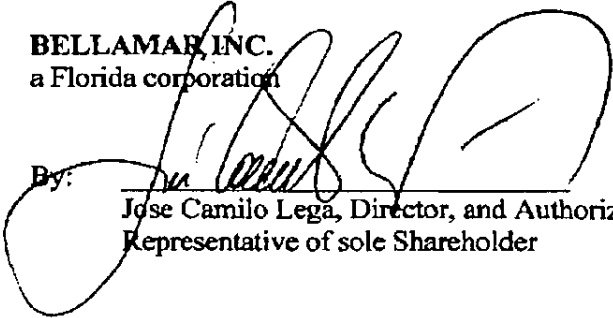
**EIGHTH:** The Authorized capital stock of TRICIRCLE is 1000 common shares, at \$0.01 par value per share. Each share in TRICIRCLE ("Share") represents an ownership interest in TRICIRCLE. Each common share of BELLAMAR issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into 1 Share of TRICIRCLE, the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of BELLAMAR immediately prior to the effective date shall thereupon become

and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and common shares the Surviving Entity.

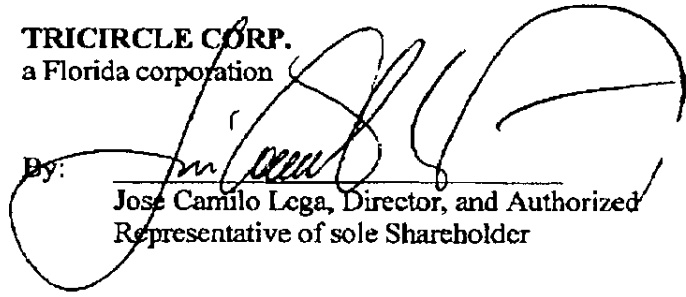
**NINTH:** That the merger of BELLAMAR, INC. into TRICIRCLE CORP. shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

**IN WITNESS WHEREOF,** the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 12 day of February, 2013.

**BELLAMAR, INC.**  
a Florida corporation

By:   
Jose Camilo Lega, Director, and Authorized Representative of sole Shareholder

**TRICIRCLE CORP.**  
a Florida corporation

By:   
Jose Camilo Lega, Director, and Authorized Representative of sole Shareholder

**PLAN OF MERGER**

**BETWEEN**

**BELLAMAR, INC.**

**AND TRICIRCLE CORP.**

**THIS PLAN OF MERGER ("Plan") is entered into this 12th day of February 2013 between BELLAMAR, INC., a Florida corporation ("BELLAMAR") and TRICIRCLE CORP. a Florida corporation ("TRICIRCLE").**

**WITNESSETH**

**WHEREAS, the Officers, Directors, and Shareholder of BELLAMAR and the Officers, Directors, and Shareholder of TRICIRCLE deem it desirable and in the best business interests of BELLAMAR and its shareholder and TRICIRCLE and its shareholder that BELLAMAR be merged into TRICIRCLE upon the terms and subject to the conditions set forth in this Plan.**

**NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:**

**ARTICLE I**

**Merger**

**Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, BELLAMAR shall be merged into TRICIRCLE, forming one entity, which shall be referred to herein as the "Surviving Entity".**

**Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.**

**Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Officers and Directors of the Surviving Entity or, as the case may be the Officers and Directors of BELLAMAR shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to**

properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

**Section 4.** Regulations. The Bylaws of TRICIRCLE in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Bylaws of the Surviving Entity after the Effective Date.

**Section 5.** Articles of Incorporation of TRICIRCLE. The Articles of Incorporation of TRICIRCLE, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Incorporation of the Surviving Entity.

**Section 6.** Officers and Directors(s). The Officers and Directors of TRICIRCLE immediately prior to the Effective Date shall constitute the Officers and Directors of the Surviving Entity after the Effective Date until his or her successor(s) shall have been elected and qualified as provided in the Bylaws of the Surviving Entity and in this Plan.

## ARTICLE 2

### **Cancellation of Shares at the Effective Date**

Each share of BELLAMAR issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

## ARTICLE 3

### **Effect of Merger**

**Section 1.** Upon the Effective Date:

a) BELLAMAR and TRICIRCLE shall become a single entity of which TRICIRCLE shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be **TRICIRCLE CORP.** For purposes of the Internal Revenue Code (I.R.C.) as amended in 1986, this transaction shall be deemed to be composed of the following steps:

(b) The separate existence of BELLAMAR shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of BELLAMAR. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to our due to BELLAMAR shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in BELLAMAR shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of BELLAMAR. The Merger shall impair neither the rights of creditors nor any liens upon the property of BELLAMAR.

**Section 2. Manner and Basis of Converting Interests.** The Authorized capital stock of TRICIRCLE is 1000 common shares, at \$0.01 par value each share. Each share in TRICIRCLE ("Share") represents an ownership interest in TRICIRCLE. Each common share of BELLAMAR issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into 1 share of TRICIRCLE, the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of BELLAMAR immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and common shares the Surviving Entity.

**ARTICLE 4**

**Representations and Warranties of  
TRICIRCLE CORP.**

TRICIRCLE represents and warrants to BELLAMAR as follows:

Due Organization, Etc. TRICIRCLE is a duly organized and validly existing corporation in good standing under the laws of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to BELLAMAR.

**ARTICLE 5**

**Representations and Warranties of  
BELLAMAR INC.**

BELLAMAR represents and warrants to TRICIRCLE as follows:

Due Organization, Etc. BELLAMAR is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to TRICIRCLE.

**ARTICLE 6**

**Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

**ARTICLE 7**

**Officers and Directorss**

Pursuant to Section 607.1101(2)(a) of the Florida Statutes, the name and business address of the Officers and Directors of TRICIRCLE is as follows:

Denise Lega  
151 Crandon Boulevard, Apt 404  
Key Biscayne FL 33149

Jose C Lega  
151 Crandon Boulevard, Apt 404  
Key Biscayne FL 33149

Margarita Lega  
151 Crandon Blvd (Apt 404)  
Key Biscayne FL 33143

**ARTICLE 8**

**General Provisions**

**Section 1.** Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Associates, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

**Section 2.** Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

**Section 3.** Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**Section 4.** Termination. At any time prior to the filing of the Articles of Merger with BELLAMAR and TRICIRCLE, either party may terminate this Plan hereto.



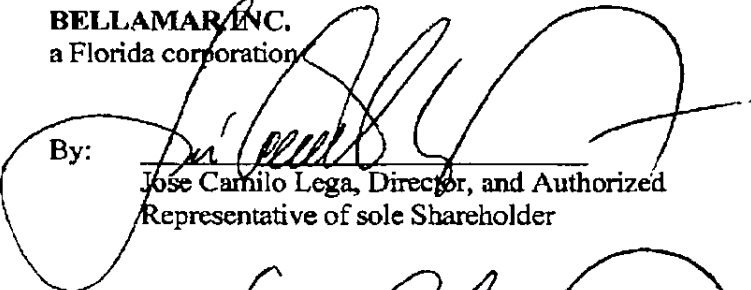
**Section 5. Counterparts.** This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 6. Heading.** The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

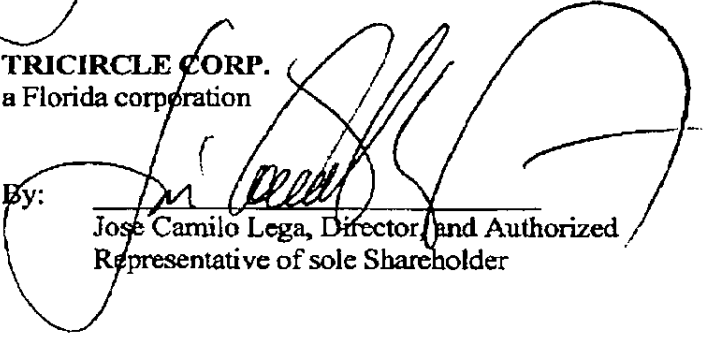
**Section 7. Applicable Law.** This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

**BELLAMAR INC.**  
a Florida corporation

By:   
Jose Camilo Lega, Director, and Authorized  
Representative of sole Shareholder

**TRICIRCLE CORP.**  
a Florida corporation

By:   
Jose Camilo Lega, Director, and Authorized  
Representative of sole Shareholder