

L15000162088

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



600278000896

10/15/15--01017--002 \*\*35.00

10/30/15--01037--014 \*\*25.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
15 OCT 30 AM 10:02

NOV - 2 2015

C LEWIS



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 16, 2015

PATRICIA MENENDEZ / RICHARDS & ASSOCIATES PA  
2665 SOUTH BAYSHORE DRIVE SUITE 703  
MIAMI, FL 33133 US

SUBJECT: MY TWINS LLC  
Ref. Number: L15000162088

We have received your document for MY TWINS LLC and check(s) totaling \$35.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$25.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

You have referenced exhibit A. There is no exhibit A attached.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis  
Regulatory Specialist II

Letter Number: 915A00021925

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** MY TWINS LLC

\_\_\_\_\_  
Name of Surviving Party

Please return all correspondence concerning this matter to:

PATRICIA MENENDEZ

\_\_\_\_\_  
Contact Person

RICHARDS & ASSOCIATES, P.A.

\_\_\_\_\_  
Firm/Company

2665 SOUTH BAYSHORE DRIVE, SUITE 703

\_\_\_\_\_  
Address

MIAMI, FL 33133

\_\_\_\_\_  
City, State and Zip Code

PMENENDEZ@RICHARDS-LAW.COM

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

For further information concerning this matter, please call:

PATRICIA MENENDEZ

at ( 305 ) 858-9900

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

15 OCT 30 AM 10:02

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
P13000072550 TWIN A & B CORP	FLORIDA	CORPORATION

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
L15000162088 MY TWINS LLC	FLORIDA	LLC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

---

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

---

---

---

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

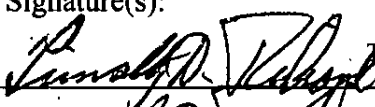
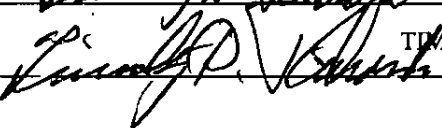
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

15 OCT 30 AM 10:02

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
TWIN A & B CORP		TIMOTHY D. RICHARDS
MY TWINS LLC		TIMOTHY D. RICHARDS

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
15 OCT 30 AM 10:03

## PLAN OF MERGER

### BETWEEN

### MY TWINS LLC AND TWIN A & B CORP.

**THIS PLAN OF MERGER** ("Plan") is entered into this 5<sup>th</sup> day of October 2015 between MY TWINS LLC, a Florida limited liability company and TWIN A & B CORP, a Florida corporation.

### WITNESSETH

**WHEREAS**, the Manager of MY TWINS LLC and the director of TWIN A & B CORP deem it desirable and in the best business interests of MY TWINS LLC and its members and TWIN A & B CORP and its shareholders that TWIN A & B CORP be merged into MY TWINS LLC 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, TWIN A & B CORP shall be merged into MY TWINS LLC, 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 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 Manager of the Surviving Entity or, as the case may be the directors of TWIN A & B CORP 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 Operating Agreement of MY TWINS LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Operating Agreement of the Surviving Entity after the Effective Date.

**Section 5. Articles of Organization of TWIN A & B CORP.** The Articles of Organization of MY TWINS LLC 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 Organization of the Surviving Entity.

**Section 6. Manager(s).** The Manager(s) of MY TWINS LLC immediately prior to the Effective Date shall constitute the Manager(s) of the Surviving Entity after the Effective Date until his or her successor(s) shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.

## **ARTICLE 2**

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

Each share of TWIN A & B CORP 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) MY TWINS LLC and TWIN A & B CORP shall become a single entity of which MY TWINS LLC 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 MY TWINS LLC.

(b) The separate existence of TWIN A & B CORP shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of TWIN A & B CORP. 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 TWIN A & B CORP shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in TWIN A & B CORP 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 TWIN A & B CORP. The Merger shall impair neither the rights of creditors nor any liens upon the property of TWIN A & B CORP.



**Section 2.** Manner and Basis of Converting Interests. The authorized membership units of MY TWINS LLC are 100 units. The issued and outstanding shares of TWIN A & B CORP are 10,000 units, at US\$0.01 par value. Each share of TWIN A & B CORP. ("Share") represents ownership interest in TWIN A & B CORP. Each share of TWIN A & B CORP issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one membership Unit of MY TWINS LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of TWIN A & B CORP 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 Units of the Surviving Entity.

#### **ARTICLE 4**

##### **Representations and Warranties of**

##### **TWIN A & B CORP.**

TWIN A & B CORP represents and warrants to MY TWINS LLC as follows:

Due Organization, Etc. TWIN A & B CORP 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 MY TWINS LLC.

#### **ARTICLE 5**

##### **Representations and Warranties of**

##### **MY TWINS LLC**

MY TWINS LLC represents and warrants to TWIN A & B CORP as follows:

Due Organization, Etc. MY TWINS LLC is a duly organized and validly existing limited liability company 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 TWIN A & B CORP.

#### **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**

### **Managers**

The name and business address of the Manager(s) of MY TWINS LLC is as follows:

Richards, Timothy D.  
2665 South Bayshore Drive  
Suite 703  
Miami, Florida 33133

## **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 MY TWINS LLC and TWIN A & B CORP., either party may terminate this Plan hereto.

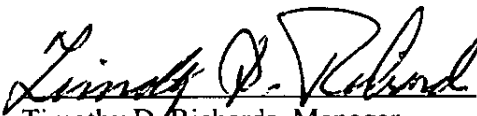
**Section 5.** Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**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.

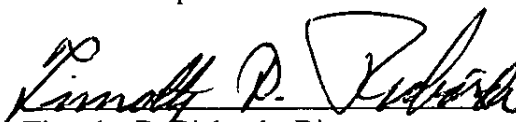
**Section 7.** Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

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

**MY TWINS LLC**  
a Florida limited liability company

By:   
Timothy D. Richards, Manager

**TWIN A & B CORP.**  
a Florida corporation

By:   
Timothy D. Richards, Director

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
15 OCT 30 AM 10:03