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**MERGER OR SHARE EXCHANGE  
TBE HOLDINGS, INC.**

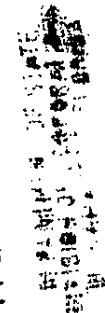
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**EFFECTIVE DATE**  
6-28-14

**C. LEWIS**  
JUN 25 2014  
**EXAMINER**

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14 JUN 24 PM 4:15



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**COVER LETTER**

**TO: Amendment Section  
Division of Corporations**

**SUBJECT: TBE HOLDINGS, INC.**

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

Please return all correspondence concerning this matter to:

TBE Holdings, Inc.  
c/o Morningstar Law Group  
ATTN: Grayson S. Hale  
630 Davis Drive, Suite 200  
Morrisville, NC 27560

For further information concerning this matter, please call Grayson Hale at (919) 590-0375.

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**ARTICLES OF MERGER  
OF  
TBE INTERNATIONAL GROUP, INC.  
(a Florida Corporation)**

**WITH AND INTO**

**TBE HOLDINGS, INC.  
(a Florida Corporation)**

**EFFECTIVE DATE**  
6-28-14

These Articles of Merger are hereby filed with the Florida Department of State pursuant to section 607.1105, Florida Statutes (the "Statutes").

1. The name of the surviving corporation is TBE Holdings, Inc., a Florida corporation (Document Number P01000085679) ("Surviving Entity").

2. The name of the merging corporation is TBE International Group, Inc., a Florida corporation (Document Number P01000085673) ("Merging Entity").

3. The Plan of Merger is attached hereto as Exhibit A.

4. The merger shall become effective at 11:59 p.m. on June 28, 2014.

5. The Plan of Merger was adopted by the sole shareholder of the Surviving Corporation on June 18, 2014.

6. The Plan of Merger was adopted by the sole shareholder of the Merging Corporation on June 18, 2014.

[Signature Page Follows]

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14 JUN 24 AM 9:22

These Articles of Merger are executed this 14 day of June, 2014.

TBE INTERNATIONAL GROUP, INC.

By:   
Name: Patrick Beyer  
Title: President

TBE HOLDINGS, INC.

By:   
Name: Patrick Beyer  
Title: President

[Signature Page to Articles of Merger]

6/24/2014 13:57:16 From: To: 8506176380

( 5/8 )

Exhibit A

Plan of Merger

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### AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") dated June 18, 2014, is by and between TBE International Group, Inc., a Florida corporation ("Merging Entity"), and TBE Holdings, Inc., a Florida corporation ("Surviving Entity"). Merging Entity and Surviving Entity are the "Constituent Entities."

#### RECITALS:

A. Merging Entity is a wholly owned subsidiary of Surviving Entity. Merging Entity and Surviving Entity intend to effect a merger of Merging Entity with and into Surviving Entity with Surviving Entity surviving the merger (the "Merger") in accordance with this Agreement and applicable law.

B. This Agreement and the Merger have been approved by the boards of directors and all of the shareholders of each of the Constituent Entities.

NOW, THEREFORE, in consideration of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. At the Effective Time (as defined below), the Constituent Entities shall effect the Merger by Merging Entity merging with and into Surviving Entity with Surviving Entity surviving the Merger.

2. Effective Time. The Merger shall become effective at such time being indicated in the Articles of Merger (the "Articles of Merger") that will be filed with the Department of State of the State of Florida (the "Effective Time"), or on such later date or dates as the Constituent Entities may agree at or prior to the Effective Time.

3. Effect of the Merger. At the Effective Time, Merging Entity will be merged with and into Surviving Entity in accordance with the Florida Business Corporation Act (the "Act"), with the separate corporate existence of Merging Entity ceasing and the separate corporate existence of Surviving Entity continuing with all of its rights, privileges, powers and franchises continuing unaffected by the Merger. The Merger shall have the effects specified in the Act with Surviving Entity being organized under and governed by the laws of the State of Florida. Accordingly, at the Effective Time, all of the assets and properties (real, personal, mixed, tangible, intangible, and of every other kind and description and wherever situated) of Merging Entity shall become the assets and properties of Surviving Entity, and title thereto shall be vested, without further act or deed, in Surviving Entity just as effectively as such title was vested in Merging Entity.

4. Articles of Incorporation. The Articles of Incorporation and the Bylaws as in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation and Bylaws of Surviving Entity after the Effective Time until either is thereafter duly amended in accordance therewith and applicable law.

5. Directors and Officers. The officers and directors of Surviving Entity shall be the officers and directors of Surviving Entity after the Effective Time until their respective successors are duly elected and qualified, or until their earlier death, resignation or removal, in accordance with the Articles of Incorporation and Bylaws of Surviving Entity and applicable law.

6. Cancellation of Shares. In view of the fact that all rights, title and interest in the issued and outstanding capital stock of Merging Entity is owned by Surviving Entity, at the Effective Time and by virtue of the Merger and without any action on the part of either Constituent Entity, each issued and outstanding share of capital stock of Merging Entity shall be automatically cancelled. The outstanding capital stock of Surviving Entity shall not be converted, exchanged or altered in any manner as a result of the Merger and will remain outstanding as capital stock of Surviving Entity.

7. Record of Agreement of Merger; Copies. This Agreement shall be kept on file at the offices of Surviving Entity located at 380 Park Place Boulevard, Suite 300, Clearwater, FL 33759. Surviving Entity will furnish a copy of this Agreement upon request, without charge, to any shareholder of either of the Constituent Entities.

8. Adoption and Approval. Merging Entity and Surviving Entity each represent that this Agreement has been duly adopted, approved, executed and acknowledged in the manner prescribed by the Act, and that this Agreement is a valid and binding agreement, enforceable in accordance with its terms.

9. Amendment or Abandonment. The Merger shall be effected in accordance with the terms set forth in this Agreement. However, this Agreement may be amended, or the Merger may be abandoned at any time prior to the Effective Time by action of the boards of directors of Merging Entity and Surviving Entity, notwithstanding the prior approval of the sole shareholder of Merging Entity and the sole shareholder of Surviving Entity.

10. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, between the parties with respect thereto.

11. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement shall be governed by the laws of the State of Florida without giving effect to any choice or conflict of law principles of any jurisdiction. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the respective Constituent Entities have caused this Agreement and Plan of Merger to be executed by their duly authorized officers as of the date set forth above.

**MERGING ENTITY:**

TBE INTERNATIONAL GROUP, INC.

By: \_\_\_\_\_  
Name: Patrick Beyer  
Title: President

**SURVIVING ENTITY:**

TBE HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Patrick Beyer  
Title: President