

To: The Florida Dept. of State  
Subject: 00038.95616  
Division of Corporations

From: Ashley Smith

Tuesday, November 18, 2008 12:00 PM Page: 9 of 9

<https://efile.sunbiz.org/scripts/efilecovpx.asp>

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.

((H08000258605 3)))



H080002586053ABC1

**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) 617-6380

From:  
Account Name : CORPDIRECT AGENTS, INC.  
Account Number : 110450000714  
Phone : (850) 222-1173  
Fax Number : (850) 224-1640

000638.95616

08 NOV 18 PM 3:39

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

**TIRESWING SYSTEMS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$78.75

Merger  
CC  
11/18/08

RECEIVED

2008 NOV 18 AM 9:00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

H08000258605 3

**ARTICLES OF MERGER**  
(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Tireswing Systems, Inc.</u>	<u>Delaware</u>	<u>Charter File No. 4623166</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Tireswing Systems, Inc.</u>	<u>Florida</u>	<u>PD4000039454</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
09 NOV 18 PM 3:39

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on  
November 18, 2008 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 18, 2008

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on  
\_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

H08000258605

Tuesday, November 18, 2008 12:00 PM Page: 3 of 9

H08000258605 3

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

**Throwing Systems, Inc.**  
**(a Delaware Corporation)**

**Alan Rex Norris, President**

**Threswing Systems, Inc.**  
(a Florida Corporation)

**Alan Rex Norris, President**

H08000258605 3

H08000258605 3

## AGREEMENT AND PLAN OF MERGER

This agreement and plan of merger (the "Merger Agreement") is made as of this 18th day of November, 2008, by and between Tireswing Systems, Inc., a Delaware corporation ("Tireswing-Delaware") and Tireswing Systems, Inc., a Florida corporation ("Tireswing-Florida"). Tireswing-Delaware and Tireswing-Florida are sometimes referred to collectively as the "Constituent Corporations".

### RECITALS

- A. Tireswing-Delaware is a corporation duly organized and existing under the laws of the State of Delaware, and Tireswing-Florida is a corporation duly organized and existing under the laws of the State of Florida.
- B. The authorized capital stock of Tireswing-Delaware consists of 20,000,000 shares of Common Stock, \$0.00001 par value per share, of which 1 share is issued and outstanding and 10,000,000 shares of Preferred Stock, \$0.00001 par value per share, of which no shares are issued and outstanding. The authorized capital stock of Tireswing-Florida consists of 5,000,000 shares of Common Stock, no par value per share, of which 4,965,054 shares are issued and outstanding.
- C. The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Tireswing-Florida merge with and into Tireswing-Delaware upon the terms and conditions provided herein.
- D. Tireswing-Delaware is a wholly-owned subsidiary of Tireswing-Florida.

### AGREEMENT

NOW THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Tireswing-Florida shall merge with and into Tireswing-Delaware on the following terms, conditions and other provisions:

#### 1. TERMS AND CONDITIONS

- 1.1 Merger. In accordance with the provisions of this Merger Agreement, the Delaware General Corporation Act and the Florida Business Corporation Act, Tireswing-Florida shall be merged with and into Tireswing-Delaware (the "Merger"), and Tireswing-Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date when this Merger Agreement is filed with the Department of State for the State of Florida (the "Effective Date").
- 1.2 Succession. On the Effective Date, Tireswing-Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and organization of Tireswing-Florida, except insofar as it may be continued by operation of law, shall be terminated and cease.

H08000258605 3

- 1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their stockholders, directors and officers shall not be affected, and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.
- 1.4 Ownership of Tireswing-Delaware and Tireswing-Florida. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective stockholders, the following shall happen:
- 1.4.1 each share of Common Stock of Tireswing-Florida issued and outstanding immediately prior thereto shall be combined, changed and converted into one (1) share of Common Stock of the Surviving Corporation, resulting in the pro rata issuance of shares of the Surviving Corporation to the holders of shares of Tireswing-Florida. Fractional shares of Common Stock of the Surviving Corporation will not be issued in connection with the conversion of the Common Stock of Tireswing-Florida into shares of Common Stock of the Surviving Corporation, and the Tireswing-Florida Common Stock converted pursuant hereto shall be rounded up to the nearest whole number of shares of Common Stock of the Surviving Corporation; and
- 1.4.2 each share of Common Stock of Tireswing-Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

H08000258605 3

- 1.5 Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Tireswing-Florida shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Corporation into which the shares of Tireswing-Florida represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distribution upon the shares of the Surviving Corporation evidenced by such outstanding certificate as above provided.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

- 2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of Tireswing-Delaware and Bylaws of Tireswing-Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.
- 2.2 Directors. The directors of Tireswing-Delaware immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.
- 2.3 Officers. The officers of Tireswing-Delaware immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

- 3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect or to conform of record or otherwise, in the Surviving Corporation, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Tireswing-Florida and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of Tireswing-Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.
- 3.2 Amendment. At any time before or after approval by the shareholders of Tireswing-Florida, this Merger Agreement may be amended in any manner

H08000258605 3

H08000258605 3

(except that, after the approval of the Merger Agreement by the shareholders of Tireswing-Florida, no amendment may (i) alter or change the amount or kind of shares, securities, cash, property or rights to be received in exchange for or on conversion of the shares of Tireswing-Florida Common Stock, (ii) change any term of the articles of incorporation of Tireswing-Florida, or (iii) change any other terms and conditions of the Merger Agreement if such change would materially and adversely affect Tireswing-Florida or the holders of the shares of Tireswing-Florida Common Stock) the Constituent Corporations deem to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

- 3.3 Conditions of Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

3.3.1 The Merger shall have been approved by the shareholders of Tireswing-Florida in accordance with the Florida Business Corporation Act; and

3.3.2 Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of Tireswing-Florida to be material to consummation of the Merger shall have been obtained.

- 3.4 Abandonment. Notwithstanding the approval of this Merger Agreement by the shareholders of Tireswing-Florida, at any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Tireswing-Delaware or Tireswing-Florida or both, in their sole discretion and without further shareholder action. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Boards of Directors or stockholders with respect thereto, except that Tireswing-Florida shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

- 3.5 Appraisal Rights. The holders of shares of capital stock of Tireswing-Delaware immediately prior to the Merger who, except for the applicability of Section 1104 of the Florida Business Corporation Act (the "FBCA") to the Merger, would be entitled to vote and who dissent from the Merger pursuant to Section 1321 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares of capital stock of Tireswing-Delaware.

- 3.6 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 615 South Dupont Highway, in the City of Dover, Kent County, Delaware 19901. The name of the registered agent at such address is National Corporate Research, Ltd.

H08000258605 3

H08000258605 3

- 3.7 Agreement. Executed copies of this Merger Agreement will be on file at the principal place of business of the Surviving Corporation at 646 North Riverside Drive, New Smyrna Beach, Florida, 32168.
- 3.8 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which will be treated as an original, but all of which together will constitute one and the same instrument.

[The rest of this page intentionally left blank.]

H08000258605 3



H08000258605 3

**IN WITNESS WHEREOF**, this Merger Agreement, having first been duly approved by the Board of Directors of Tireswing Systems, Inc., a Delaware corporation, and Tireswing Systems, Inc., a Florida corporation, hereby is executed on behalf of each such entities and attested by their respective managers and officers thereunto duly authorized.

Tireswing Systems, Inc.  
(a Delaware corporation)

By: 

Name: Alan Rex Norris  
Title: President

Tireswing Systems, Inc.  
(a Florida corporation)

By: 

Name: Alan Rex Norris  
Title: President

H08000258605 3