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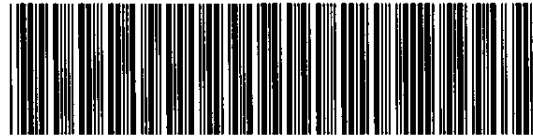
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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State Exchange

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*Charles O. Morgan, Jr., P.A.*  
*Attorneys at Law*

1300 NW 167<sup>th</sup> STREET  
SUITE 3  
MIAMI, FLORIDA 33169

CHARLES O. MORGAN, JR.  
LAURA M. HORTON

OFFICE: 305-624-0011  
FACSIMILE 305-624-0423  
cmorgan@cmorganlaw.net

December 20, 2012

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

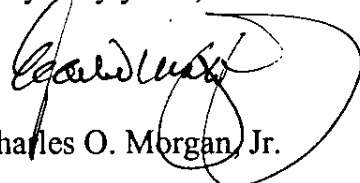
Re: Nytef Group, Inc.  
Document No. P07000082128

To Whom It May Concern:

Enclosed please find Articles of Share Exchange for the above surviving corporation. Also enclosed please find check in the amount of \$78.75 for the filing fee and for a certified copy. Please return all correspondence concerning this matter to the undersigned.

Thank you for your cooperation.

Very truly yours,

  
Charles O. Morgan, Jr.

COM: nc  
Enclosure

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Nytec Group, Inc.  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Charles O. Morgan, Jr.  
Contact Person

Charles O. Morgan, Jr., PA  
Firm/Company

1300 NW 167th Street, Suite 3  
Address

Miami, FL 33169  
City/State and Zip Code

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

For further information concerning this matter, please call:

Charles O. Morgan, Jr. At ( 305 ) 624-0011  
Name of Contact Person 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

**ARTICLES OF SHARE EXCHANGE  
(Profit Corporations)**

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

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TALLAHASSEE FLORIDA

First: The name of the surviving corporation is NYTEF GROUP, INC., a Florida corporation.

Second: The name of the foreign corporation whose stock is being exchanged is NYTEF PLASTICS, LTD., OF CALIFORNIA, a California corporation.

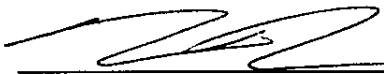

Third: The Plan of Reorganization is attached.

Fourth: The reorganization shall become effective on November 15, 2012.

Fifth: Adoption of Reorganization by surviving corporation. The Plan of Reorganization was adopted by the shareholders of the surviving corporation on November 15, 2012.

Sixth: Adoption of Reorganization by the foreign corporation whose stock is being exchanged. The Plan of Reorganization was adopted by the board of directors and the shareholders of the foreign corporation whose stock is being exchanged on November 15, 2012.

Seventh: Signatures for each Corporation

NAME OF CORPORATION	SIGNATURE OF AN OFFICER OR DIRECTOR	TYPED OR PRINTED NAME OF INDIVIDUAL AND TITLE
NYTEF GROUP, INC. Surviving Corporation		Richard Rose, President
NYTEF PLASTICS, LTD., OF CALIFORNIA Stock being exchanged		Craig Hampton, President

NYTEF PLASTICS, LTD. OF CALIFORNIA  
NYTEF GROUP, INC.  
PLAN OF REORGANIZATION  
I.R.C. §368(a)(1)(B)

THIS PLAN OF REORGANIZATION ("Agreement") entered into this 15<sup>th</sup> day of November, 2012, by and among NYTEF GROUP, INC., a Florida corporation, having its principal office at 6643 42<sup>nd</sup> Terrace North, West Palm Beach, Florida 33407 ("NYTEF"), and MORTON R. FRENCH, JR., Trustee utd September 8, 2007, CATHRINE ROMANO, and JOAN F. RING, ("California Shareholders"), being all of the shareholders of NYTEF PLASTICS LTD. OF CALIFORNIA, a California corporation, ("California"), having its principal office at 13185 Imperial Highway, Whittier, California 90605.

RECITALS

WHEREAS, the following California Shareholders are the owners of record of all of the issued and outstanding shares of the common stock of NYTEF PLASTICS LTD. OF CALIFORNIA ("California Shares"):

<u>Name of Shareholders</u>	<u>Address</u>	<u>Number of Shares Owned</u>
MORTON R. FRENCH, JR. Trustee utd 9/8/07	570 Ocean Drive, # 802 Juno Beach, FL 33408	33.334
CATHRINE ROMANO	3824 Oak Pointe Drive Lady Lake, FL 32159	8.333
JOAN F. RING	72 North Village Avenue, Suite E Rockville Centre, NY 11570	<u>8.333</u> 50.000

WHEREAS, NYTEF desires to acquire and the California Shareholders desire to exchange all of their respective issued and outstanding shares of the common stock of California on the terms and subject to the conditions set forth herein.

WHEREAS, the parties have agreed that for purposes of this stock exchange, the value of the California shares is \$5,202 per share, and the value of the NYTEF shares is \$5,001.00 per share.

WHEREAS, the parties have further agreed that NYTEF shall issue 1.040 shares of NYTEF stock for each share of California stock exchanged by the California Shareholders.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

ARTICLE I  
EXCHANGE OF STOCK

On the closing date, as fixed below, NYTEF shall acquire all of the outstanding shares of the common stock of California from the California Shareholders solely in exchange for authorized but newly issued NYTEF common stock. The California Shareholders shall deliver to NYTEF stock certificates representing all rights, title, and interest in the California shares held by them, duly endorsed. In exchange, the California Shareholders shall each receive, at the closing, 1.040 shares of NYTEF for each share of California Stock, comprising all rights, title and interest in California Stock, as set forth in the Exchange Schedule, attached hereto as Exhibit A.

ARTICLE II  
CLOSING

The closing of the exchange shall take place on November 15, 2012, at the NYTEF office at 6643 42<sup>nd</sup> Terrace North, West Palm Beach, Florida 33407, subject to change by mutual agreement of the parties.

ARTICLE III  
WARRANTIES AND COVENANTS OF CALIFORNIA SHAREHOLDERS

The California Shareholders jointly and severally represent, warrant and covenant as follows:

(a) Each California Shareholder is the owner of record of the following number of fully paid and non-assessable shares of the common stock of California, and as set forth in the Exchange Schedule.

<u>Name of Shareholders</u>	<u>Number of Shares Owned</u>
MORTON R. FRENCH, JR., Trustee utd 9/8/07	33.334
CATHERINE ROMANO	8.333
JOAN F. RING	<u>8.333</u>
	50.000

(b) As of the date of this Agreement, California is authorized to issue 10,000 common shares, of which 50 shares are issued and outstanding. California has no outstanding warrants, options, convertible securities, or any other type of right by which any person could acquire stock in California.

(c) California has the power and authority to carry on its business as currently conducted, and holds or is duly licensed under, all patents, trademarks, trade names, copyrights, licenses, processes, and formulas necessary for the operation of its business as currently conducted, free and clear of all liens, encumbrances, and claims of any kind.

(d) The balance sheet and income statement of California, dated December 31, 2011, attached hereto as Exhibit B, and incorporated by reference, fully and accurately reflect the financial condition of the corporation as of December 31, 2011, and the operations of the corporation for the fiscal year then ended.

(e) As of the date of this Agreement, California is not, and as of the closing date, will not be in default under any contract or agreement, or under the order or decree of any court. To the knowledge of the California Shareholders there are no actions or proceedings pending or threatened against California as of the date of this Agreement, and neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated in this Agreement will conflict with, result in the breach of, or accelerate the performance by any contract or agreement to which California or any of the California Shareholders are now a party.

(f) No transactions, other than in the ordinary and usual course of business, have been engaged in by California from December 31, 2011 to date of this Agreement, and there has been no material adverse change in the financial or operating condition of California since December 31, 2011.

(g) There are no dividends declared and unpaid on any of the common shares of California.

(h) California is not a party to any contract or agreement, and is not subject to any other restriction, materially and adversely affecting its business, property, or assets.

(i) California has provided NYTEF with a list of assets and properties of California, as of December 31, 2011 and California has good and marketable title to all assets shown on the list. All tangible property of California is in good condition and repair and conforms to all applicable zoning, building, safety and other regulations.

(j) California has provided NYTEF with an accurate list of all insurance policies in effect with respect to the business and property of California as of the date of this Agreement. Insurance, or comparable coverage, shall be kept in effect until the closing date.

(k) California has provided NYTEF an accurate list of every lease to which California is a party, together with the terms of each lease.

(l) California has provided NYTEF with an accurate list of accounts and notes receivable by California as of the date of this Agreement.

(m) The California Shareholders have not entered into any agreement among the shareholders restricting the right to transfer their shares.

(n) California is not an investment company as defined in §368(a)(2)(F)(iii) and (iv) of the IRC.

(o) None of the compensation paid to any California Shareholder-employees will be separate compensation for, or allocable to, any of their respective shares of California to be surrendered in the transaction; the compensation to be paid to California Shareholder-employees shall be commensurate with amounts paid to third parties bargaining at arm's length. None of the stock to be received by the California Shareholder-employees is separate consideration owed to such shareholder-employees.

(p) California was formed as a California corporation on July 25, 1995, and is in good standing with the State of California.

ARTICLE IV  
INTERIM OPERATIONS; ADDITIONAL COVENANTS OF CALIFORNIA  
SHAREHOLDERS

The California Shareholders represent, warrant, and covenant that California will not enter into any transactions, prior to the closing date, other than in the ordinary course of business, and that the California Shareholders will take any action that is necessary to insure that California will not enter into any such transactions, and in particular will not, without the prior written consent of NYTEF:

(a) Create or incur any indebtedness other than unsecured current liabilities incurred in the ordinary course of business;

(b) Grant or permit to arise any mortgage, security interest, lien, or encumbrance of any kind;

(c) Sell or otherwise dispose of any of its assets other than merchandise inventories sold in the ordinary course of business;

(d) Declare or pay any dividends, or repurchase or redeem any of its shares, or establish a sinking fund or other reserve for such purpose;

(e) Issue, sell, or grant options for the sale of any of its shares, whether or not previously authorized or issued;

(f) Expend any funds for capital additions or improvements other than ordinary expenditures for maintenance, repairs, and replacements;

(g) Acquire an interest in any other business enterprise, whether for cash or in exchange for the stock or other securities of California; and

(h) Increase the compensation paid to any of its officers or directors above the level paid on the date of this Agreement or agree to pay to any of its officers or employees any bonus, severance pay, or pension, whether under an existing compensation or deferred compensation plan, or otherwise.



ARTICLE V  
COVENANTS OF ACQUIRING CORPORATION AS TO STOCK.

NYTEF represents, covenants, and warrants as follows:

(a) As of the date of this Agreement, NYTEF is authorized to issue the NYTEF Shares which shall comprise, in the aggregate, 6,000 shares of common stock, with a par value of \$1.00, of which 1,000 shares have been issued;

(b) Between the date of this Agreement and the closing date, NYTEF will not, without the prior written consent of the California Shareholders, recapitalize, reclassify, or increase its presently authorized common stock, or issue additional shares of it;

(c) The business of California will be continued in a substantially unchanged manner following the transaction;

(d) NYTEF has no plan or intention to reclaim or otherwise reacquire any of its stock issued in the transaction;

(e) Other than those liabilities listed on the financial statement of California, attached hereto as Exhibit B, no liabilities of California will be assumed by or transferred to NYTEF, nor will any of the California stock be subject to any liabilities;

(f) NYTEF has never owned nor does it own directly any of the outstanding stock of California.

(g) NYTEF is not an investment company as defined in §368(a)(2)(F)(iii) and (iv) of the IRC.

(h) There will be no dissenters to the proposed transaction.

ARTICLE VI  
ESCROW

On the closing date, each of the California Shareholders shall, simultaneously with the delivery to him or her of the NYTEF Shares in an amount equal to that described in the Exchange Schedule, deliver to RICHARD ROSE, referred to as the escrow agent, the number of shares of NYTEF common stock specified in the Exchange Schedule for the shares received, duly endorsed. The escrow shall be subject to the following terms and conditions:

(a) All fees and expenses of the escrow agent shall be borne equally by the parties.

(b) The Escrow Agent shall hold the shares deposited under this Agreement until December 8, 2012, when the escrow agent shall release to each of the California Shareholders his or her shares specified in the Exchange Schedule attached hereto.

ARTICLE VII  
CONDITIONS PRECEDENT TO OBLIGATIONS OF NYTEF CORPORATION

The obligations of NYTEF under this Agreement are subject to the following conditions:

- (a) There shall be tendered for exchange by the California Shareholders at the closing, certificates representing all of the issued and outstanding shares of the common stock of California in a form and substance approved by counsel for NYTEF.
- (b) The representations of the California Shareholders contained here shall be true as of the closing date.
- (c) Neither the inventories nor operating assets of California shall have been substantially damaged or destroyed.
- (d) On the closing date of the proposed transaction, the fair market value of the assets of California will exceed its liabilities.
- (e) All directors and officers of California shall tender their resignations effective as of closing date, if requested by NYTEF in writing to do so at least 10 days prior to closing date.

ARTICLE VIII  
INVESTMENT INTENT

Each of the California Shareholders represents that the shares of common stock of NYTEF being acquired by him or her under this Agreement are being acquired for investment purposes only, and not with a view to reselling the same or dividing participation with others. Each shareholder represents that he or she has no present intent to resell or otherwise dispose of all or any part of the NYTEF shares to be received in the transaction. Such shares will not be held for any minimum period of time to avoid registration requirements under the Securities Act of 1933 or any other applicable securities law.

ARTICLE IX  
ACCESS TO RECORDS

NYTEF, and its counsel, accountants, engineers, and other representatives, shall have the right at all times during ordinary business hours to inspect all of the properties, books, and records of California, and the California Shareholders shall cooperate with and furnish to NYTEF and its representatives, all such information and documents with respect to the affairs of California as NYTEF or its representatives may reasonably request.

ARTICLE X  
NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given when delivered personally or sent by registered or certified mail, postage prepaid, properly addressed to the party to receive such notice, at the addresses specified herein.

ARTICLE XI  
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties; there are no agreements, warranties, or representations, express or implied, except those expressly set forth here. All agreements, representations, and warranties contained in this Agreement shall apply as of the closing date and shall survive the closing of this Agreement.

ARTICLE XII  
MODIFICATION

This Agreement may not be amended or modified, except by written agreement of the parties.

ARTICLE XIII  
BINDING EFFECT

This Agreement shall bind and inure to the benefit of the parties and their heirs, legal representatives, successors, and assigns.

ARTICLE XIV  
GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Florida.


Executed in original counterparts at on the date first above written.

NYTEF GROUP, INC.

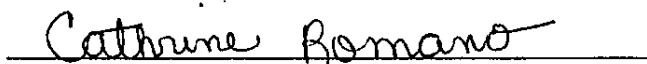


By: RICHARD E. ROSE, President

NYTEF PLASTICS LTD. OF CALIFORNIA  
Shareholders:



MORTON R. FRENCH, JR.  
Trustee utd 9/8/07

  
CATHRINE ROMANO  
JOAN E. RING

# Exhibit A

## **EXISTING SHARES ISSUED and OUTSTANDING** as of October 1, 2012

NYTEF GROUP, INC.			
Name of Shareholder	Number of Shares	Percentage of Ownership	Value of Shares
Morton R. French, Jr., Trustee utd 09/28/07	456.50	45.650%	\$2,282,956.50
Joan F. Ring	107.00	10.700%	535,107.00
Cathrine Romano	107.00	10.700%	535,107.00
Morton R. French, III	71.63	7.163%	358,221.63
John Charles French	71.63	7.163%	358,221.63
Michael R. French	71.63	7.163%	358,221.63
Tiffany Ann French	71.63	7.163%	358,221.63
Craig Hampton	25.07	2.507%	125,375.07
Richard Rose	17.91	1.791%	89,567.91
<b>TOTAL</b>	<b>1,000.00</b>	<b>100.00%</b>	<b>\$5,001,000.00</b>

NYTEF PLASTICS, LTD. OF CALIFORNIA			
Name of Shareholder	Number of Shares	Percentage of Ownership	Value of Shares
Morton R. French, Jr., Trustee utd 9/28/2007	33.334	66.668%	\$173,403.46
Joan F. Ring	8.333	16.666%	43,348.27
Cathrine Romano	8.333	16.666%	43,348.27
<b>TOTAL</b>	<b>50.000</b>	<b>100.00%</b>	<b>\$260,100.00</b>

**PRO FORMA  
STOCK EXCHANGE SCHEDULE**

Pro Forma list of shareholders of NYTEF Group, Inc. following stock-for-stock exchange with NYTEF Plastics, Ltd. of California, on November 15, 2012

<p style="text-align: center;">NYTEF GROUP, INC. Pro Forma Stock Ownership Following stock-for-stock exchange with NYTEF Plastics, LTD, of California</p>					
<b>Name of Shareholder</b>	<b>Existing Shares</b>	<b>New Shares Issued</b>	<b>Proforma Total Shares</b>	<b>Percentage of Ownership</b>	<b>Proforma Value of Shares</b>
Morton R. French, Jr., Trustee utd 09/28/07	456.50	34.67	491.17	46.689%	\$2,456,359.96
Joan F. Ring	107.00	8.67	115.67	10.995%	578,455.27
Cathrine Romano	107.00	8.67	115.67	10.995%	578,455.27
Morton R. French, III	71.63		71.63	6.809%	358,221.63
John Charles French	71.63		71.63	6.809%	358,221.63
Michael R. French	71.63		71.63	6.809%	358,221.63
Tiffany Ann French	71.63		71.63	6.809%	358,221.63
Craig Hampton	25.07		25.07	2.383%	125,375.07
Richard Rose	17.91		17.91	1.702%	89,567.91
<b>TOTAL</b>	<b>1,000.00</b>	<b>52.01</b>	<b>1.052.01</b>	<b>100.00%</b>	<b>\$5,261,100.00</b>