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(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

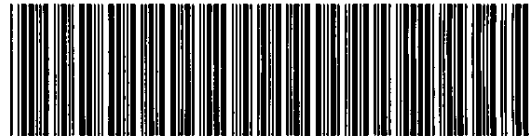
(Business Entity Name)

(Document Number)

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EFFECTIVE DATE 6/30/14

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14 JUN 20 PM 12:31

JUL 01 2014

C. CARROTHERS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SOLD FAST GROUP INC.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Angelo Tsirakis

Contact Person

Sold Fast Group Inc.

Firm/Company

4837 Lincoln Rd., Unit B

Address

North Las Vegas, NV 89081

City, State and Zip Code

sales@srestaurantequipment.com

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

For further information concerning this matter, please call:

Angelo Tsirakis

Name of Contact Person

at (888) 458-3313

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

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14 JUN 20 PM 12:31

CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF DALLAS
STATE OF TEXAS

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

EFFECTIVE DATE 6/30/14

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>
Sold Fast Auctions Inc.	State of Florida	Corporation
Sold Fast Group Inc.	State of Nevada	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>
Sold Fast Group Inc.	State of Nevada	Corporation

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 no more than 90 days after the date this document is filed by the Florida Department of State: June 30, 2014

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:

4837 Lincoln Road

Unit B

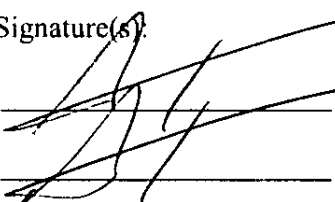
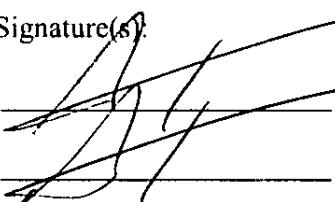
North Las Vegas, NV 89081

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Sold Fast Auctions Inc.		Angelo Tsirakis
Sold Fast Group Inc.		Angelo Tsirakis

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Plan of Merger.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

Not Applicable.

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Not Applicable.

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

None.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

None.

(Attach additional sheet if necessary)

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is made as of May 1, 2014 (the Agreement), by and between SOLD FAST GROUP INC., a Nevada corporation (SFGI), and SOLD FAST AUCTIONS INC., a Florida corporation (SFAI).

RECITALS

- A. SFGI is a Nevada corporation.
- B. SFAI is a Florida corporation.
- C. The respective Boards of Directors of SFGI and SFAI have each determined that it is in the best interest of their respective corporations and shareholders to combine their respective corporations.
- D. In furtherance of such combination, the Boards of Directors of SFGI and SFAI have each adopted this Agreement and approved the merger (the Merger) of SFAI into SFGI in accordance under the terms and conditions set forth herein and in accordance with the Nevada Revised Statute 92A.200.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Merger.
 - a. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Date (as defined below), SFAI shall be merged with and into SFGI whereupon the separate existence of SFAI will cease and SFGI shall be the surviving corporation in the merger (the Surviving Corporation).
 - b. SFAI and SFGI will file articles of merger (the Articles of Merger) with the Nevada Secretary of State and make all other filings or recordings required by applicable law in connection with the Merger.
 - c. The merger shall be effective at such time as the Articles of Merger are duly filed with the Nevada Secretary of State. It is contemplated that the Effective Date will be on June 30, 2014.
 - d. From and after the Effective Date, title to all real estate and other property owned by SFAI and SFGI shall be vested in the Surviving Corporation and the Surviving Corporation shall have all liabilities of SFAI and SFGI.

2. Surviving Corporation.

- a. The Articles of Incorporation of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- b. The Bylaws of the Surviving Corporation in effect at the Effective date shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.
- c. Prior to the Effective Date the officers and directors of the respective corporations shall continue to serve in their respective capacities. On or prior to June 30, 2014, the shareholders of SFGI and SFAI shall elect the officers and directors of the Surviving Corporation to begin service as of the Effective Date.
- d. As of the Effective Date, all the shareholders of SFAI and all the shareholders of SFGI shall become shareholders of the Surviving Corporation by virtue of the merger and without any action on the part of the shareholders thereof.
- e. As of the Effective Date, the shares of all the shareholders of SFAI and the shares of all the shareholders of SFGI shall be exchanged on a 1 to 1 basis into shares of the Surviving Corporation by virtue of the merger and without any action on the part of the shareholders thereof.
- f. Subsequent to or simultaneous with the merger becoming effective, the name of the Surviving Corporation shall remain the same "SFGI"

3. Representations and Warranties.

- a. SFGI represents and warrants to SFAI that:
 - i. SFGI is duly organized, validly existing and in good standing under the laws of the State of Nevada.
 - ii. SFGI has made available to SFAI complete and correct copies of its Articles of Incorporation and Bylaws.
 - iii. SFGI has made available to SFAI copies of its financial statements for the years 2013-date (the SFGI Financial Statements).
 - iv. Since the date of the last financial statement provided to SFAI, SFGI has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of

SFGI except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.

- v. Except as disclosed in the SFGI Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of SFGI's officers (the SFGI Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the SFGI officers that would reasonably be expected to result in any adverse claims against SFGI.

b. SFAI represents and warrants to SFGI that:

- i. SFAI is duly organized, validly existing and in good standing under the laws of the State of Florida.
- ii. SFAI has made available to SFGI complete and correct copies of its Articles of Incorporation and Bylaws.
- iii. SFAI has made available to SFGI copies of its financial statements for the years 2012-date (the SFAI Financial Statements).
- iv. Since the date of the last financial statement provided to SFGI, SFAI has conducted its operations in the ordinary course and there has not been any change in the financial condition, properties, or results of operations of SFAI except those changes that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on it.
- v. Except as disclosed in the SFAI Financial Statements, there are no (A) criminal, civil or administrative actions, suits, claims, hearings, investigations or proceedings pending, or, to the knowledge of SFAI's officers (the SFAI Officers), threatened against it, or (B) obligations or liabilities, whether or not accrued, contingent or otherwise, or any other facts or circumstances known to the SFAI officers that would reasonably be expected to result in any adverse claims against SFAI.

4. Covenants.

a. SFGI covenants and agrees after the date hereof and until the Effective Date:

- i. The business of SFGI shall be conducted in the ordinary and usual course and, to the extent consistent therewith, SFGI shall use its best efforts to maintain its existing relations and goodwill with its shareholders, vendors, and employees.

- ii. SFGI shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of SFAI.
 - iii. SFGI and its directors and officers shall use their best efforts to obtain the consent of its shareholders and to take all other action necessary to consummate the merger contemplated herein.
 - iv. SFGI will coordinate with SFAI all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
 - b. SFAI covenants and agrees after the date hereof and until the Effective Date:
 - i. The business of SFAI shall be conducted in the ordinary and usual course and, to the extent consistent therewith. SFAI shall use its best efforts to maintain its existing relations and goodwill with its shareholders, vendors, and employees.
 - ii. SFAI shall not enter into any new contracts or commitments that will extend beyond the Effective Date without the consent of SFGI.
 - iii. SFAI and its directors and officers shall use their best efforts to obtain the consent of its shareholders and to take all other action necessary to consummate the merger contemplated herein.
 - iv. SFAI will coordinate with SFGI all press releases and public announcements regarding the merger.
 - v. All costs and expenses incurred by a party in connection with this Agreement, shall be paid by the party incurring the expense.
5. Shareholder Approvals. Both parties agree to submit this Agreement for approval of their respective Shareholders on or before May 05, 2014 with approval to occur by June 05, 2014. If this Agreement is approved by the Shareholders of SFGI and SFAI by the votes required in the Articles of Incorporation or Bylaws of the respective party and by the applicable laws of the states of Nevada and Florida, then Articles of Merger shall be executed and filed with the appropriate officials of the State of Nevada and State of Florida.
6. Termination. This Agreement may be terminated and the merger abandoned any time before the approval thereof by the directors and shareholders of both SFGI and SFAI.
7. Amendments. This Agreement may be amended with the approval of the Boards of

Directors of the parties at any time before or after the approval hereof by the respective shareholders, but after such approval by the shareholders, no amendment shall be made which substantially and adversely changes the terms hereof as to any party without the approval of the shareholders of such party.

8. Extension; Waiver. At any time prior to the Effective Date, the Board of Directors of either party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document or instrument delivered pursuant hereto, and (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver by a party shall be valid only if set forth in writing and delivered on behalf of such party.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement to be signed by their respective authorized officers as of the day and year first above written.

SOLD FAST AUCTIONS INC.

By 

Angelo Tsirakis, President

SOLD FAST GROUP INC.

By 

Angelo Tsirakis, Secretary