

Florida Department of State  
Division of Corporations  
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To:

Division of Corporations  
Fax Number : (850)617-6380

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.  
Account Number : 110432003053  
Phone : (561)694-8107  
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**MERGER OR SHARE EXCHANGE**  
**Twins Group International, Inc.**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

*Merger*

MAR 18 2016

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## **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)
TWINS GROUP INTERNATIONAL, INC.	Florida	P16000022285

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
TWINS INTERNATIONAL, INC.	Illinois	

**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.)

**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.

**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 March 15, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ 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 March 15, 2016.

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)

FILED  
2016 MAR 17 AM 9:39  
SECRET  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Twins International, Inc.



**John Kallergis, President**

Twins Group International, Inc.

J. K. Keller

**John Kallergis, President**

**AGREEMENT AND PLAN OF MERGER  
OF  
TWINS INTERNATIONAL, INC. (ILLINOIS)  
AND  
TWINS GROUP INTERNATIONAL, INC. (FLORIDA)**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Plan of Merger") dated as of March 15, 2016, is adopted and made by and between Twins International, Inc., an Illinois corporation (the "Acquired Company"), and Twins Group International, Inc., a Florida corporation (the "Surviving Company") (the Surviving Company and Acquired Company being sometimes referred to herein each individually as a "Constituent Company" and together collectively as the "Constituent Companies").

**RECITALS:**

A. The Acquired Company is a corporation organized and existing under the laws of the State of Illinois.

C. The Surviving Company is a corporation incorporated and existing under the laws of the State of Florida.

D. The board of directors of each Constituent Company deems the merger of the Acquired Company with and into the Surviving Company, under and pursuant to the terms and conditions of this Plan of Merger, to be desirable and in the best interests of such Constituent Company and such Constituent Company's stockholders, and has adopted resolutions approving this Plan of Merger.

E. The board of directors of each Constituent Company has also adopted resolutions directing that this Plan of Merger be submitted to the Acquired Company's stockholders.

F. The stockholders of the Acquired Company deem the merger of the Acquired Company with and into the Surviving Company, under and pursuant to the terms and conditions of this Plan of Merger, to be desirable and in the best interests of such Acquired Company, and have adopted resolutions approving this Plan of Merger.

**NOW, THEREFORE**, in consideration of the recitals and of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Companies agree as follows:

**ARTICLE I  
TERMS AND CONDITIONS OF THE MERGER**

Subject to the terms and conditions of this Plan of Merger, on the Effective Date (as defined in Article VI hereof), the Acquired Company shall be merged with and into the Surviving Company pursuant to the provisions of, and with the effect provided in, 805 ILCS 5/11.35 of the Illinois Business Corporations Act (with respect to the Acquired Company) and

Sections 607.1101-607.1105 of the Florida Business Corporation Act ("**FBCA**") (with respect to the Surviving Company) (said transaction being hereinafter referred to as the "**Merger**").

Upon the Effective Date, the separate existence of the Acquired Company shall cease, and all rights, privileges, powers, immunities, and franchises, public or private, of the Acquired Company, the Acquired Company's federal employer identification number and S corporation election with the Internal Revenue Service, and all property, real, personal, and mixed, and debts due to the Acquired Company on whatever account, as well as all subscriptions for shares and all other choses or things in action, and every other interest of or belonging to or due the Acquired Company, shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; provided, however, that all rights of creditors and all liens on any property of the Acquired Company shall be preserved and unimpaired, and all debts, liabilities, duties, and obligations of the Acquired Company shall thenceforth attach to the Surviving Company and may be enforced against the Surviving Company to the same extent as if said rights, liens, debts, liabilities, duties, or obligations had been incurred, contracted, or assumed by the Surviving Company.

## **ARTICLE II**

### **CONSENT TO SUIT AND SERVICE OF PROCESS**

Surviving Company hereby consents to service of process in the State of Florida in any proceeding for the enforcement of any obligation of Acquired Company. The address of the Surviving Company's registered agent in the State of Florida is 3660 Rum Row, Naples, FL 34102. The name of the registered agent at such address is John Kallergis.

## **ARTICLE III**

### **ARTICLES OF INCORPORATION AND BYLAWS**

The Articles of Incorporation and the Bylaws of the Surviving Company on and after the Effective Date shall be the Surviving Company's existing Articles of Incorporation and Bylaws until changed or amended as provided therein or by the FBCA.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

The directors of the Acquired Company shall be the directors of the Surviving Company on and after the Effective Date.

## **ARTICLE V**

### **CONVERSION**

As of the Effective Date, the 1,000 shares of stock of the Acquired Company issued and outstanding on the Effective Date shall be converted into 1,000 shares of stock of the Surviving Company (fractional units to be issued as well), which stock shall be subject to the same contractual restrictions, if any, applicable to the shares of the Acquired Company being

converted. Each share of stock of the Acquired Company issued and outstanding on the Effective Date shall be cancelled, and all rights in respect thereof shall cease.

As of the Effective Date, each share of the stock of the Surviving Company that was issued and outstanding prior to the Effective Date shall be cancelled, and all rights in respect thereof shall cease.

#### **ARTICLE VI EFFECTIVE DATE OF MERGER**

Subject to the provisions of this Plan, a certificate of merger evidencing the Merger ("Certificate of Merger") shall be delivered to each of the Secretaries of State of Illinois and Florida for filing. The Merger shall be effective immediately upon the later of (i) the filing of a Certificate of Merger evidencing the Merger with the Florida Secretary of State, and (ii) March \_\_, 2016 (the "Effective Date").

#### **ARTICLE VII FURTHER ASSURANCES**

If at any time the Surviving Company shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in the Surviving Company title to any property or rights of any Acquired Company, or otherwise to carry out the provisions of this Plan of Merger, the officers and board of directors of such Acquired Company as of the Effective Date, and thereafter the officers of the Surviving Company acting on behalf of any Acquired Company, shall execute and deliver any and all property assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in the Surviving Company and otherwise to carry out the provisions of this Plan of Merger.

#### **ARTICLE VIII MISCELLANEOUS**

(A) Prior to the filing of the Certificate of Merger, this Plan of Merger may be amended or supplemented by mutual agreement of each of the Constituent Companies. Any such amendment or supplement must be in writing and approved by the board of directors of each of the Constituent Companies, and to the extent required by applicable law, by any necessary vote of the stockholders of the Constituent Companies. In addition, this Plan of Merger may be terminated by the action of the boards of directors of the Constituent Companies at any time and for any reason prior to the filing of the Certificate of Merger.

(B) This Plan of Merger together with the Certificate of Merger constitutes the sole and entire agreement of the Constituent Companies with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations, warranties, and agreements, both written and oral, with respect to such subject matter.

(C) The headings in this Plan of Merger are for reference only and shall not affect the interpretation of the Plan of Merger.

(D) If any term or provision of this Plan of Merger is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Plan of Merger.


(E) For the convenience of the Constituent Companies and to facilitate the filing and recording of the Certificate of Merger, this Plan of Merger may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, each of the Constituent Companies has executed this Plan of Merger as of the date first set forth above.


**ACQUIRED COMPANY**

Twins International, Inc., an Illinois corporation

By:   
Name: John Kallergis  
Its: President

**SURVIVING COMPANY**

Twins Group International, Inc., a Florida corporation

By:   
Name: John Kallergis  
Its: President

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