

8/4/2020

Division of Corporations

Florida Department of State

Division of Corporations

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To:

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

From:

Account Name : RICHARDS & ASSOCIATES, PA.
Account Number : I20110000091
Phone : (305)858-9900
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****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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MERGER OR SHARE EXCHANGE

CALAYA INVESTMENTS INC.

Certificate of Status	0
Certified Copy	1
Page Count	1013
Estimated Charge	\$78.75

ARTICLES OF MERGER

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 entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>CALAYA INVESTMENTS INC.</u>	<u>FL</u>	<u>INC</u>	<u>P20000053598</u>

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>CALAYA INVESTMENTS LTD.</u>	<u>CYPRUS</u>	<u>INC</u>	

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

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FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

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EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

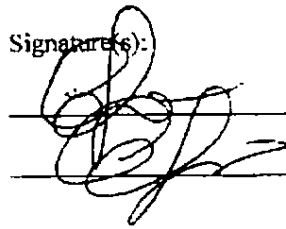
NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

CALAYA INVESTMENTS INC.

CALAYA INVESTMENTS LTD.

Signature(s):



Typed or Printed
Name of Individual:

EDUARDOS IORDANIDIS

EDUARDOS IORDANIDIS

Corporations:

General partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

Signature of a general partner or authorized person

Signatures of all general partners

Signature of a general partner

Signature of an authorized person

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CLERK OF THE COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

PLAN OF MERGER
BETWEEN
CALAYA INVESTMENTS LTD.
AND
CALAYA INVESTMENTS INC.

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SECRETARY OF STATE
TALLAHASSEE, FL

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THIS PLAN OF MERGER ("Plan") is entered into this 22nd day of July 2020 between CALAYA INVESTMENTS LTD., a Cyprus corporation ("CALAYA LTD.") and CALAYA INVESTMENTS INC., a Florida corporation ("CALAYA INC."):

WITNESSETH

WHEREAS, the Director of CALAYA LTD. and the Director of CALAYA INC. deem it desirable and in the best business interests of CALAYA LTD. and its shareholder(s) and CALAYA INC. and its shareholder(s) that CALAYA LTD. be merged into CALAYA INC. upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, CALAYA LTD. shall be merged into CALAYA INC., forming one entity, which shall be referred to herein as the "Surviving Entity."

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to



vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Director of the Surviving Entity or, as the case may be Director of CALAYA LTD. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. Regulations. The Bylaws of CALAYA INC. in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Bylaws of the Surviving Entity after the Effective Date.

Section 5. Articles of Incorporation of CALAYA INC. The Articles of Incorporation of CALAYA INC., as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Incorporation of the Surviving Entity.

Section 6. Director. The Director of CALAYA INC. immediately prior to the Effective Date shall constitute the Director of the Surviving Entity after the Effective Date until her successor(s) shall have been elected and qualified as provided in the Bylaws of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of CALAYA LTD. issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

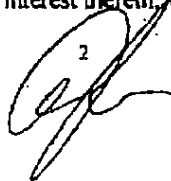
Effect of Merger

Section 1. Upon the Effective Date:

a) CALAYA LTD. and CALAYA INC. shall become a single entity of which CALAYA INC. shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be CALAYA INVESTMENTS INC. For purposes of the Internal Revenue Code (I.R.C.) as amended in 1986, this transaction shall be deemed to be composed of the following steps:

(b) The separate existence of CALAYA LTD. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of CALAYA LTD. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to CALAYA LTD. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in CALAYA LTD. shall not revert

2



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or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of CALAYA LTD. The Merger shall impair neither the rights of creditors nor any liens upon the property of CALAYA LTD.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of CALAYA LTD. is 1,000 ordinary shares, at €1.00 par value. The authorized capital stock of CALAYA INC. is 1,000 common shares, at \$1.00 par value. Each common share of CALAYA INC. ("Share") represents an ownership interest in CALAYA INC. Each common share of CALAYA LTD. issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one Share of CALAYA INC., the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of CALAYA LTD. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of Shares of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

CALAYA INVESTMENTS INC.

CALAYA INC. represents and warrants to CALAYA LTD. as follows:

Due Incorporation, Etc. CALAYA INC. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to CALAYA LTD.

ARTICLE 5

Representations and Warranties of

CALAYA INVESTMENTS LTD.

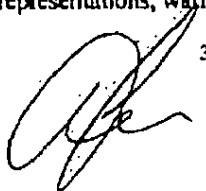
CALAYA LTD. represents and warrants to CALAYA INC. as follows:

Due Incorporation, Etc. CALAYA LTD. is a duly organized and validly existing corporation in good standing under the laws of Cyprus and satisfactory evidence of such good standing has been or will promptly be delivered to CALAYA INC.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding



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upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Director

The name and business address of the Director of CALAYA INC. is as follows:

Edouardos Iordanidis
2665 South Bayshore Drive
Suite 703
Miami, FL 33133

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Partners, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall, in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with CALAYA LTD. and CALAYA INC., either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



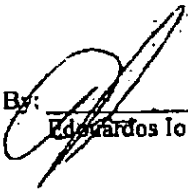
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 11th DISTRICT
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Section 6. Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

Section 7. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

CALAYA INVESTMENTS LTD.
a Cyprus corporation

By: 
Edoardos Iordanidis, Director

CALAYA INVESTMENTS INC.
a Florida corporation

By: 
Edoardos Iordanidis, Director

CLERK OF DISTRICT COURT
JANUARY 21, 2021
TALLAHASSEE, FL

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