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Account Name : GREENSPOON MARDER, P.A.  
Account Number : 076064003722  
Phone : (888) 491-1120  
Fax Number : (954) 343-6962

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE  
PLANET KIDS II, INC.

Certificate of Status	0
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Estimated Charge	\$70.00

EFFECTIVE DATE  
12/31/12

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For filing.

# GreenspoonMarder

ATTORNEYS AT LAW

**To: Division of Corporations**  
Company:  
Fax: 18506176380  
Phone:

**From: Isabelle Klein**  
Fax:  
Phone: 1026  
E-mail: Isabelle.Klein@gmlaw.com

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## NOTES:

Merger - Planet Kids II, Inc.

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**Date and time of transmission: 12/19/2012 9:31:36 AM**  
**Number of pages including this cover sheet: 9**

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### NOTICE

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Planet Kids II, 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:

Ellen Gilmore, Esq.

Contact Person

Greenspoon Marder, P.A.

Firm/Company

100 W. Cypress Creek Road, Suite 700

Address

Fort Lauderdale, FL 33309

City/State and Zip Code

pkyesi@gmail.com

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

For further information concerning this matter, please call:

Ellen Gilmore

Name of Contact Person

At ( 954 )

343-6963

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 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.

**FILED**  
12 DEC 19 PM 2:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)	<u>EFFECTIVE DATE</u>
Planet Kids II, Inc.	Florida	P94000089697	12/31/12

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Planet Kids III, Inc.	Florida	P00000085054

**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** 12 / 31 / 12 (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 12/18/12.

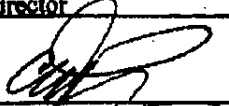
The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**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 12/18/12.

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)

**Seventh: SIGNATURES FOR EACH CORPORATION**Name of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitlePlanet Kids II, Inc.Manuel Sarria, PresidentPlanet Kids III, Inc.Manuel Sarria, President

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## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made this \_\_\_ day of December, 2012, by and between **Planet Kids III, Inc.** (hereinafter referred to as the "Merging Company") and **Planet Kids II, Inc.** (hereinafter referred to as the "Corporation"), each a Florida corporation.

**WHEREAS**, the Board of Directors and Shareholders of the Merging Company and the Board of Directors and Shareholders of the Corporation deem it advisable and generally in the best interests of Merging Company, Corporation, and their respective stockholders that the parties effect a merger (the "Merger") pursuant to the applicable corporate laws, with the Corporation being the surviving entity.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Merger.** At the Effective Time (as defined in Section 5 hereof), Merging Company will be merged with and into the Corporation in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida law as follows:

- (a) Each share of stock of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive 0.5 shares of voting common stock of the surviving Corporation, as the surviving entity. All of the stock of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The stock of the surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall remain outstanding, after the Effective Time, but shall be diluted by fifty percent (50%).
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented stock in the Merging Company, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive fifty percent (50%) of those same shares of voting common stock of the surviving Corporation as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the surviving Corporation shall issue stock attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the merging Company's stock thereby.

2. **Effect of Merger.** At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the surviving Corporation and the surviving Corporation, a Florida corporation, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Incorporation and Stockholder Agreement of the surviving Corporation (if any), as in effect immediately prior to the Effective Time, shall be the

Articles of Incorporation and Stockholder Agreement (if any) of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each share of stock of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) The stock of the surviving Corporation outstanding immediately prior to the Effective Time shall remain in existence, but be diluted, as provided above; (e) the shareholder of the Merging Company receiving the stock of the surviving Corporation as set forth above shall be a stockholder of the surviving Corporation as the surviving entity, and the officers and Board of Directors of the surviving Corporation immediately prior to the Effective Time shall be the officers and Board of Directors of the surviving Corporation as the surviving entity; and (f) the Merger shall have all of the effects provided by applicable law.

3. Filing. The Corporation and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida.

4. Conduct of the Merging Company and the Corporation. Until the Effective Time each of Merging Company and the surviving Corporation shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. Effective Time. The merger shall be effective on December 31, 2012 (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the surviving Corporation as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth 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.

7. Further Assurances. If, at any time after the Effective Time, the surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the surviving Corporation acquired or to be acquired by reason of, or as a result of, the Merger, Merging Company and the surviving Corporation agree that such entities and their proper officers shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the surviving Corporation and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers of the surviving Corporation are fully authorized and directed in the name of the Merging Company and the surviving Corporation or otherwise to take any and all such actions.

8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.



9. **Termination.** This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 18 day of December, 2012.

Planet Kids III, Inc., a Florida corporation



Manuel Sarria, President

Planet Kids II, Inc., a Florida corporation



Manuel Sarria, President