

P99000005326

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02 JUN 92
TALLAHASSEE, FLORIDA

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TERESA ROMAN (TALLAHASSEE REPRESENTATIVE)

OFFICE USE ONLY

merger

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. playtime USA, INC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

RECEIVED
02 JUN -4 AM 11:17
TALLAHASSEE, FLORIDA

- ☒ Walk in ☒ Pick up time 2:00 ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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X00189, 00561, 00524
00672
6/5/02

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

PLAYTIME USA, INC., a Florida corporation P99000005326
,

INTO

PLAYTIME USA, INC., a Nevada entity not qualified in Florida.

File date: June 4, 2002

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

June 4, 2002

Lazarus Corporate Filing Service
3320 S.W. 87 Avenue
Miami, FL

SUBJECT: PLAYTIME USA, INC.
Ref. Number: P99000005326

We have received your document for PLAYTIME USA, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

Please insert the address for both corporations in the paragraph numbered 2 on the first page of the document.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 702A00036086

02 JUN -5 PM 3:37

RECEIVED

**ARTICLES OF MERGER
PLAYTIME USA, INC.
(a Florida corporation)**

AND

**PLAYTIME USA, INC.
(a Nevada corporation)**

FILED
02 JUN -4 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned parent-subsidary corporations, desiring to merge a Florida parent corporation, Playtime USA, Inc., as the merging corporation, with and into its wholly-owned Nevada subsidiary corporation, Playtime USA, Inc., as the surviving corporation, for the purpose of redomesticating the Florida corporation in Nevada, hereby sign, seal, and present for filing these Articles of merger as required by the Corporate laws of Nevada and Florida, as follows:

1. The names of the constituent corporations are:

Merging corporation:

Playtime USA, Inc., a Florida corporation, which is the parent of Playtime USA, Inc., the Nevada corporation which is the surviving corporation of this merger

Surviving corporation:

Playtime USA, Inc., a Nevada corporation, which is the wholly-owned subsidiary of Playtime USA, Inc., the Florida corporation

2. The address of both corporations is: *107 Memorial Parkway, Suite 202*
Highway 36 East
Atlantic Highlands, N.J. 07716
insert address

3. This merger is permitted under the laws of the States of Florida and Nevada. Playtime USA, Inc. (Florida) and Playtime USA, Inc. (Nevada) have complied with the applicable provisions of the laws of the States of Florida and Nevada.

4. The Plan and Agreement of Merger was adopted by the respective Boards of Directors; approval of the stockholders was not required under the respective corporate laws. *The adoption date was on the 27th day of april, 2202*

5. The shares of the Florida corporation shall be canceled. The holders of such shares shall receive one share of the Nevada corporation for each share of the Florida corporation held immediately prior to the merger.

6. The Articles of Incorporation of the two corporations will not

ARTICLES OF MERGER

Playtime USA, Inc. (Nevada)
and Playtime USA, Inc. (Florida)

PAGE 2

be amended in conjunction with the merger.

7. The merger shall be effective upon the filing of these Articles of Merger in the state of Nevada.

8. The surviving corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of the merging corporation, or of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders in any appraisal proceedings. The surviving corporation irrevocably appoints the Secretary of State of Florida as its agent to accept service of process and to send it to:

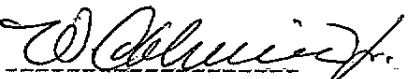
9. A copy of the Plan of merger is on file at the offices of the surviving corporation. A copy will be furnished by the surviving corporation, without cost, to any stockholder of a constituent corporation, upon request.

IN WITNESS WHEREOF, the constituent corporations have executed these Articles of Merger this 27th day of April, 2002.

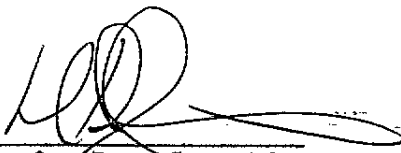
PLAYTIME USA, INC.

(Nevada)

By: _____


Wilfredo Calviño, President

ATTEST:



Secretary

ARTICLES OF MERGER

**Playtime USA, Inc. (Nevada)
and Playtime USA, Inc. (Florida)
Page 3**

ACKNOWLEDGMENT

STATE OF FLORIDA

:SS.

COUNTY OF MIAMI-DADE

Personally appeared before me, a notary public in and for said County and State, Wilfredo Calvino, Jr., known to me or duly proved to me, who stated that they were the President and Secretary, respectively, of Playtime USA, Inc., a Florida corporation and they acknowledged that they had executed the foregoing Articles of Merger on behalf of Playtime USA, Inc., for the purposes stated therein.

Notary Public Seal



A handwritten signature in cursive script, appearing to read 'Magaly Telleria', written over a horizontal line.

PLAN AND AGREEMENT OF MERGER

PLAYTIME USA, INC.
(surviving Nevada corporation)

AND

PLAYTIME USA, INC.
(merging Florida corporation)

This PLAN AND AGREEMENT OF MERGER, dated this 29th day of April 2002, made pursuant to the applicable provisions of the corporation laws of the states of Florida and Nevada, for the purpose of redomesticating the Florida corporation in Nevada, by and between: *This plan & Agreement was approved and executed by the board of directors on this 27th day of April 2002*
PLAYTIME USA, INC., a Florida business corporation having its principal business office located at 107 Memorial Parkway, Suite 202, Highway 36 East, Atlantic Highlands, NJ 07716 (hereinafter sometimes referred to as the "merging corporation");

AND

PLAYTIME USA, INC., a Nevada business corporation, being the wholly-owned subsidiary of PLAYTIME USA, INC. (Florida), and also having its principal business office located at 107 Memorial Parkway, Suite 202, Highway 36 East, Atlantic Highlands, NJ 07716 (hereinafter sometimes referred to as the "surviving corporation");

WITNESSETH THAT:

WHEREAS, PLAYTIME USA, INC. and PLAYTIME USA, INC. (hereinafter jointly referred to as the "constituent corporations") desire to merge into a single corporation so as to redomicile the Florida corporation in Nevada;

NOW THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of their Merger and the mode of carrying the same into effect, as follows:

ARTICLE I THE MERGER

1. Immediately following execution hereof, each of the parties shall call a meeting of its Board of Directors which by resolution, shall approve and adopt this Plan and Agreement of merger as a plan of reorganization within the provisions of Section 368 (a) (1) (A) of the Internal Revenue Code for the sole purpose of redomiciling the Florida corporation in Nevada.

2. (a) Pursuant to the provisions of Section 78.454 of the Nevada corporation Law approval of the stockholders of Playtime USA, Inc. (Nevada) is not required under the circumstances.

(b) Pursuant to the provisions of Section 607.1103(7) of the Florida corporation Law approval of the stockholders of Playtime USA, Inc. (Florida) is not required under the circumstances.

(c) Therefore, the Merger contemplated by this Plan and Agreement of Merger shall automatically become effective upon the filing of the Articles of merger with the Nevada Secretary of State and the Florida Secretary of State.

3. Upon effectiveness of this Plan and Agreement of Merger, PLAYTIME USA, INC. (Nevada) shall

merge PLAYTIME USA, INC. (Florida) into itself and PLAYTIME USA, INC. (Florida) shall merge into and with PLAYTIME USA, INC. (Nevada) which shall be the surviving corporation and PLAYTIME USA, INC. (Nevada) shall continue for all purposes while the separate existence of PLAYTIME USA, INC. (Florida) shall cease.

4. Following effectiveness of this Plan and Agreement of Merger, the officers of the surviving corporation shall prepare, execute, and file Articles/Certificate of Merger with the Nevada and Florida Departments of State and take all other actions necessary to formalize the merger, pursuant to the applicable sections of the corporation laws of Nevada and Florida.

5. Upon the Merger becoming effective:

(a) The Articles of Incorporation of PLAYTIME USA, INC. (Nevada) as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.

(b) The Bylaws of PLAYTIME USA, INC. (Nevada) as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Bylaws of the surviving corporation.

(c) The directors and officers of the surviving Nevada corporation shall remain as the directors and officers of such surviving corporation and serve until the next-annual meeting of shareholders and until their successors shall have been elected and qualified.

(d) All the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merging corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed; and all property, rights, and every other interest of the surviving corporation and the merging corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively.

7. All rights of creditors and all liens upon any property of the constituent corporations shall be preserved unimpaired and all debts, liabilities, and duties of the merging corporation 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 such surviving corporation.

8. The merging corporation hereby agrees that, from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, documents, and instruments, and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

9. The issued and outstanding shares of Common Stock of PLAYTIME USA, INC. (Florida) shall automatically be exchanged, on a one-for-one basis for the shares of Common Stock of PLAYTIME USA, INC. (Nevada).

10. The surviving corporation shall pay all the reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger.

11. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights, and immunities of PLAYTIME USA, INC. (Nevada) shall continue unaffected and unimpaired by the Merger and the Corporate franchises, existence and rights of PLAYTIME USA, INC. (Florida) shall be merged into PLAYTIME USA, INC. (Nevada) and PLAYTIME USA, INC. (Nevada) shall, as the surviving corporation, be fully vested therewith. At the effective time of the Merger, the separate existence of PLAYTIME USA, INC. (Florida) shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, privileges, powers, and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties, of each of the constituent corporations, and all and singular, the rights, powers, and franchises and all property, real, personal, and mixed, and all debts due on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due too each of the constituent corporations shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation, as they were of the merging corporation; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of Nevada and Florida vested in such corporation, shall not revert or be in any way impaired by reason of the Merger. The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the constituent corporations, and any claim existing or action or proceeding pending by or against the merging corporation may be prosecuted as if the Merger had not taken place, or the surviving corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the constituent corporations shall be impaired by the Merger, and all debts, liabilities, and duties of each of said constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

ARTICLE II MISCELLANEOUS

1. NOTICES. All notices to a party shall be deemed given when mailed by registered or certified mail to the address at the head of this Agreement or such other address as may be substituted therefor.

2. INTEGRATION. This Agreement is the entire Agreement among the parties and supersedes any prior agreement (s) among the parties with respect thereto except as herein specified. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.

3. AMENDMENTS. This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.

4. NO ASSIGNMENT. This Agreement may not be assigned by either party or by operation of law or otherwise.

5. CONSTRUCTION. Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be deemed to include the plural. Time is expressly declared to be of the essence of this Agreement.

6. INTERPRETATION. It is the intent of the parties that this Agreement shall be construed and interpreted, and that all questions arising hereunder shall be determined in accordance with the provisions of the laws of the State of Florida and/or Nevada, as conflict of laws provisions may require.

7. ARBITRATION. Any controversy, claim or dispute arising out of or resulting from this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be resolved by arbitration, to be held in Coral Gables, Florida, in accordance with the rules and regulations of the American Arbitration Association, except that the provisions for discovery shall be as set forth in the Rules of Civil Procedure then in effect in Florida. Failure of a party to participate or cooperate shall constitute grounds for default judgment. The arbitrator shall award legal fees and costs to the prevailing party. The decision of the

arbitrator shall in each case, including awards and the allocation of costs, be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

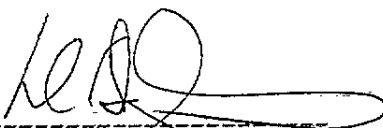
8. COUNTERPARTS. This Agreement may be executed in two or more counterparts, any one of which shall be deemed to be an original.

9. BROKERS, OR FINDERS' FEES. This merger is being done to merge the subsidiary merging corporation into the parent surviving corporation. No agent, broker, person, or firm acting on behalf of either party or any of their subsidiaries or under, the authority of any of them is or will be entitled to any commission or broker, s or finder's fee or financial advisory fee in connection with any of the transactions contemplated herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

PLAYTIME USA, INC.

ATTEST:



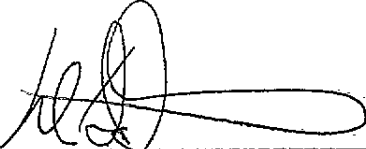
Secretary

By: 

Wilfredo Calviño, President

PLAYTIME USA, INC.

ATTEST:



Secretary

By: 

Wilfredo Calviño, President