

571177

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

1-19-10



400163635134

01/14/10--01042--007 **105.00

FILED
2010 JAN 14 PM 4:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger
Sf

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Ty, Ty & Ty, 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:

Alfredo D. Xiques

Contact Person

Eduardo Jose Garcia, P.A.

Firm/Company

2950 SW 27th Avenue, Suite 300

Address

Miami, Florida 33133

City/State and Zip Code

axiques@rptgfla.com

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

For further information concerning this matter, please call:

Alfredo D. Xiques

Name of Contact Person

At (305)

358-4800

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
OF
TY AMENITIES, INC.
INTO
TY, TY & , INC.**

FILED
2010 JAN 14 PM 4:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1101 and 607.1105 of the Florida Business Corporation Act, the undersigned Ty Amenities, Inc. ("Ty Amenities"), a Florida corporation, and Ty, Ty & Ty, Inc., a Florida corporation ("Ty, Ty") (collectively referred to as the "Parties"), adopt the following Articles of Merger for the purpose of merging the two corporations into one Florida corporation:

1. The names of the constituent corporations and the States under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Ty Amenities, Inc.	Florida
Ty, Ty & Ty, Inc.	Florida

2. The name of the surviving corporation is Ty, Ty & Ty, Inc., a Florida corporation, and it is to be governed by the laws of the State of Florida.

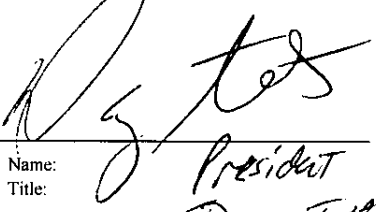
3. The Agreement and Plan of Merger in substantially the form of the attached Exhibit "A" was approved by the Parties' respective Board of Directors and shareholders on December 31, 2009, in the manner prescribed by Florida Statutes, section 607.1101 and 607.1105 effective when filed with the Secretary of State of the State of Florida.

[signatures continued on next page]


[signature page to Articles of Merger]

The parties have executed and delivered these Articles of Merger on this 31st day of December, 2009.

Ty, Ty & Ty, Inc.

By: 
Name: Danny Tuaty
Title: President

Ty Amenities, Inc.

By: 
Name: DAVID TUATY
Title: PRESIDENT

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of December 31, 2009, is entered into by Ty Amenities, Inc., a Florida corporation ("Ty Amenities"), and Ty, Ty & Ty, Inc., a Florida Corporation ("Ty, Ty" which is also referred to as the "Surviving Corporation") (the aforementioned are referred to singularly as the "Party" and collectively as the "Parties").

RECITALS

A. Ty Amenities and Ty, Ty are corporations organized under the laws of the State of Florida and their status is active.

B. The respective Boards of Directors and shareholders of the Parties deem it in the best interests of their respective corporations and shareholders that, as part of a tax free reorganization, Ty Amenities be merged into Ty, Ty, under the terms and conditions set forth in this Agreement (the "Merger").

AGREEMENT

Therefore, the Parties agree as follows:

1. Merger.

(a) Under the terms and subject to the conditions set forth in this Agreement, and in accordance with the laws of the State of Florida, Ty Amenities shall be merged with and into Ty, Ty effective as of January 1, 2010. Upon consummation of the Merger, the separate corporate existence of Ty Amenities shall cease and Ty, Ty shall continue as the Surviving Corporation of the Merger.

(b) If either of Ty, Ty or Ty Amenities shall have any liabilities as of December 31, 2009, which are not reflected on their respective books and records or are not otherwise properly reserved for (the "Unrecorded Liabilities"), the shareholders of each of Ty, Ty and Ty Amenities agree that they shall be responsible for such Unrecorded Liabilities in proportion to which they held shares in the corporation which had such Unrecorded Liability.

(b) For Federal income tax purposes, it is the Parties' intention that the Merger qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

2. **Amendment of Articles of Incorporation.** The articles of incorporation of Ty, Ty, effective as of the date first listed above, shall be amended such that Article III of the Articles of Incorporation shall read in its entirety as follows:

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is: One Thousand (1,000) shares of Common Stock, no par value.

3. **Capital Structure Prior to Merger.** With respect to each Party, prior to the Merger, the number of issued, authorized and outstanding shares of common stock is as follows:

	Authorized	Issued	Outstanding
Ty, Ty	500 shares Common Stock, \$1.00 par value per share	500	500
TY Amenities	3,000 shares Common Stock, \$0.01 par value per share	3,000	3,000

With respect to each Party, there is only one class of stock authorized.

4. **Capital Structure After Merger.** Upon the consummation of the merger, the surviving corporation shall have the following authorized and issued capital stock: 1,000 shares common stock, no par value authorized, of which 890 shares shall be issued and outstanding.

5. **Manner and basis of Exchanging Stock.** By virtue of the Merger and without any action on the part of the Parties or their shareholders, all issued and outstanding shares of Ty Amenities Common Stock will be converted into, and exchanged solely for, shares of the Common Stock, no par value, of Ty, Ty in accordance with the following schedule:

Shareholder	Share Holdings in Ty, Ty	Share Holdings in Ty Amenities	Share Holdings in Surviving Corporation
Daniel Tuaty	350	540	573
Gay Tuaty - Bensadon	150	540	255
David Tuaty		1,620	52
Luis Dobry		300	10
Totals	500	3000	890

6. **Approval of Plan.** This Agreement was duly approved and adopted by unanimous vote of the respective board of directors and shareholders of each of the Parties.

7. **Articles and Certificate of Merger.** The Parties have duly approved and adopted the respective Articles of Merger in the form attached hereto as Exhibit "A", and the respective officers of each corporation are directed and authorized to file such Articles of Merger with the Secretary of State of the State of Florida and to take any and all appropriate actions necessary to effectuate the terms of this Agreement.

8. **Plan of Merger.** Upon consummation of the Merger:

(a) The stock of Ty Amenities will be exchanged as described above.

(b) The separate corporate existence of Ty Amenities will terminate and cease.

(c) The Surviving Corporation will become the transferee and owner of any and all rights, privileges, franchises, and property, including, without limitation, any and all of the real and personal property, both tangible and intangible, choses in action, of any nature or description, without further action, deeds, bills of sale, accounts receivables, assignments, or other like instruments. However, any such instrument shall be promptly executed by the appropriate officers of Ty Amenities whenever deemed desirable to evidence such transfer, vesting, or devolution of any such property or right.

(d) The Surviving Corporation shall become subject to all the liabilities, obligations and penalties of Ty Amenities.

(e) The Articles of Incorporation of the Surviving Corporation shall be amended as provided in this Agreement.

9. **Miscellaneous.**

(a) All notices, consents, waivers and other communications required or permitted by this Agreement will be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested to any representative of the Parties as a Party may designate by notice to the other Parties.

(b) Any proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the State of Florida, Miami-Dade County, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of

Florida sitting in Miami, Florida, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

(c) The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

(d) This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with any exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.

(e) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(f) The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

(g) This Agreement will be governed by and construed under the laws of the State of Florida without regard to conflicts-of-laws principles that would require the application of any other law.

(h) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be

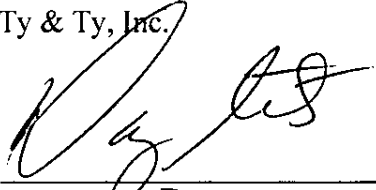
used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

[signatures continued on next page]


[signature page to Agreement and Plan of Merger
dated December 31, 2009]

The parties are signing this Agreement on the date stated in the introductory clause.

Ty, Ty & Ty, Inc.

By: 
Name: DAVID TUATY
Title: President

Ty Amenities, Inc.

By: 
Name: DAVID TUATY
Title: PRESIDENT