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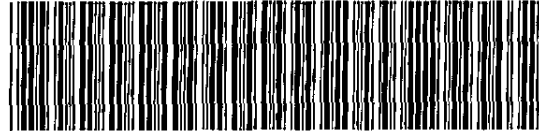
Special Instructions to Filing Officer:

11/21 merger

LOS-100452

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FILED
05/10/21 PM 4:07
TACOMA COUNTY CLERK

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Unlimited Cargo Service Co., Inc and Navicon Unlimited, LLC

Dear Sir or Madam:

The enclosed Articles of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Roy Gonzalez
(Name of Person)

Roy Gonzalez, P.A.
(Firm/Company)

9100 South Dadeland Boulevard, Suite 415
(Address)

Miami, Florida 33156
(City/State and Zip Code)

For further information concerning this matter, please call:

Roy Gonzalez at (786) 512-9796
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**ARTICLES OF MERGER
OF
UNLIMITED CARGO SERVICE CO., INC.
(a Florida corporation)**

535281

into

**NAVICON UNLIMITED, LLC
(a Florida limited liability company)**

LOS-100452

(UNDER §§ 607.1108, 607.1109, 608.438 and 608.4832 OF THE FLORIDA STATUTES)

Pursuant to §§ 607.1108, 607.1109, 607.438 and 608.4832 of the Florida Statutes, Unlimited Cargo Service Co., Inc., a Florida corporation (the "Merging Entity"), and Navicon Unlimited, LLC, a Florida limited liability company, (the "Surviving Entity"), hereby adopt the following Articles of Merger:

1. The Plan of Merger, dated as of October 26, 2005 (the "Plan of Merger"), between the Merging Entity and the Surviving Entity is attached hereto as Exhibit A and incorporated herein by reference thereto.
2. The Plan of Merger, providing for the merger of the Merging Entity with and into the Surviving Entity (the "Merger") was adopted by the Merging Entity in accordance with the applicable provisions of Chapter 607 of the Florida Statutes, and by the Surviving Entity in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.
3. The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida.

FILED
05 NOV 21 PM 4:07
TALLAHASSEE FLORIDA

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized representative of each of the Merging Entity and the Surviving Entity on this 26th day of October, 2005.

MERGING ENTITY:

UNLIMITED CARGO SERVICE CO., INC.

By: _____

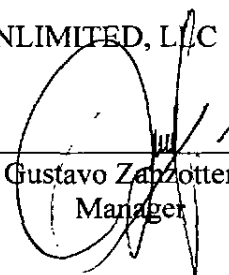


Francisco Gonzalez,
President

SURVIVING ENTITY:

NAVICON UNLIMITED, LLC

By: _____



Gustavo Zanzottera,
Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 26th day of October, 2005, by and between Unlimited Cargo Service Co., Inc., a Florida corporation (hereinafter sometimes referred to as the "Merged Corporation"), and Navicon Unlimited, LLC, a Florida limited liability company (the "Surviving Limited Liability Company"). The Merged Corporation and the Surviving Limited Liability Company hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged Corporation merge into the Surviving Limited Liability Company in a manner which conforms to Sections 607.1108 and 608.4382, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged Corporation shall merge into the Surviving Limited Liability Company in accordance with the laws of the State of Florida (the "Merger").

2. **Effective Date.** The Merger shall become effective upon filing Articles of Merger with the Secretary of State of Florida (the "Effective Date").

3. **Rights of the Constituent Entities; Merger Consideration.**

(a) Upon the Effective Date: (a) the Merged Corporation and the Surviving Limited Liability Company shall become a single limited liability company and the separate existence of the Merged Corporation shall cease; (b) the Surviving Limited Liability Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks, licenses and goodwill of the Merged Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, licenses, claims and rights under contracts, and all books and records relating to the Merged Corporation shall vest in the Surviving Limited Liability Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Limited Liability Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Limited Liability Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, managers, shareholders, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly

requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Limited Liability Company as they were with respect to the Constituent Entities. Upon the Effective Date, all authorized, issued and outstanding shares of capital stock of the Merged Corporation shall be automatically cancelled.

(b) At the Effective Date, each share of common stock of the Merged Corporation which is issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be exchanged for \$760.00 in cash to be paid by the Surviving Limited Liability Company to the shareholders of the Merged Corporation (the "Merger Consideration"). The Merger Consideration shall be paid by the delivery of a non-negotiable promissory note to the shareholders of the Merged Corporation. All of the shares of common stock of the Merged Corporation by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall be canceled and retired and shall cease to exist, and the holder of certificates representing shares of common stock shall thereafter cease to have any rights with respect to such shares, except to receive from Surviving Limited Liability Company the Merger Consideration, after surrender of such certificate or certificates. At the Effective Date, each share of common stock issued and held in the Merged Corporation's treasury, if any, shall, by virtue of the Merger and without any action on the part of the Merged Corporation, cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist.

4. **Certificate of Organization, Members of Surviving Limited Liability Company.** Upon the Effective Date: (a) the Articles of Organization of the Surviving Limited Liability Company shall continue as the Articles of Organization of the Surviving Limited Liability Company until amended in the manner provided by law; and (b) the member of the Surviving Limited Liability Company shall remain the member of the Surviving Limited Liability Company.

5. **Supplemental Action.** If at any time after the Effective Date the Surviving Limited Liability Company shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Agreement and the Merger, the appropriate managers or officers of the Surviving Limited Liability Company or the Merged Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of the Surviving Limited Liability Company, any and all proper conveyances, agreements, documents, instruments and assurances and performances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Limited Liability Company, or to otherwise carry out the provisions of this Agreement or the Merger.

6. **Designation and Number of Members.** The designation and number of members of the Surviving Limited Liability Company are as follows:

The Surviving Limited Liability Company has one (1) member, Navicon International, LLC, a Florida limited liability company, with its business address located at 9100 South Dadeland Boulevard, Suite 415, Miami, Florida 33156.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, save for such jurisdiction's choice of law provisions or comity. Exclusive venue for any claim or controversy related to this Agreement or the Merger shall be in the Federal and state courts in and for Miami-Dade County, Florida.

10. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

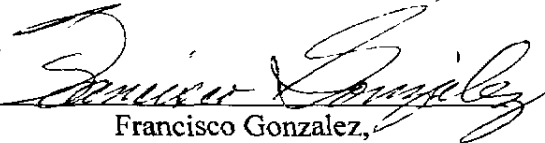
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MERGED CORPORATION:

UNLIMITED CARGO SERVICE CO., INC.

By:


Francisco Gonzalez,
President

SURVIVING LIMITED LIABILITY COMPANY:

NAVICON UNLIMITED, LLC

By:


Gustavo Zanzottera,
Manager