



JORGE E. OTERO & ASSOCIATES, P.A.

ATTORNEYS AT LAW  
FOURTH FLOOR  
75 VALENCIA AVENUE  
CORAL GABLES, FLORIDA 33134  
TELEPHONE (305) 567-9000  
FACSIMILE (305) 443-0164  
www.oterolaw.com

JORGE E. OTERO  
E-MAIL: jeo@oterolaw.com

<sup>28</sup>  
May 15, 2014

ANDREW BABNIK, JR.  
E-MAIL: andrew@oterolaw.com

**SENT VIA FEDERAL EXPRESS**

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: RP 50, Inc. into Nava Land, Inc. (Surviving Corporation)

Dear Sir/Madam:

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

Please return all correspondence concerning this matter to the following:

Jorge E. Otero, Esq.  
Jorge E. Otero & Associates, P.A.  
75 Valencia Ave., Fourth Floor  
Coral Gables, Florida 33134  
e-mail: jeo@oterolaw.com

For further information concerning this matter, please call Jorge E. Otero, Esq. at 305-567-9000.

Thank you for your prompt attention to this matter.

Very truly yours,

**JORGE E. OTERO & ASSOCIATES, P.A.**

By:   
\_\_\_\_\_  
Jorge E. Otero, Esq.

JEO/ng  
Enclosures

FILED

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
RP 50, INC., a Florida corporation  
INTO  
NAVA LAND, INC., a Florida corporation

ARTICLES OF MERGER between RP 50, INC., a Florida corporation, and NAVA LAND, INC., a Florida corporation.

Pursuant to Section 607.1105 of the Florida Business Corporation Act, RP 50, INC. and NAVA LAND, INC. adopt the following Articles of Merger.

1. The Agreement and Plan of Merger executed on the 23<sup>rd</sup> day of April 2014 was approved and adopted by the sole stockholder of RP 50, INC. on the 23<sup>rd</sup> day of April 2014 and was approved and adopted by the sole stockholder of NAVA LAND, INC. on the 23<sup>rd</sup> day of April 2014.
2. Pursuant to the Agreement and Plan of Merger, on the effective date of the merger all issued and outstanding common stock of RP 50, INC. will be notionally converted into and exchanged for NAVA LAND, INC. common stock as set forth in the Agreement and Plan of Merger. By operation of law, all of RP 50, INC.'s common stock so converted and exchanged for NAVA LAND, INC. common stock shall be cancelled and RP 50, INC. shall cease to exist as a corporate entity. Upon this merger of RP 50, INC. and NAVA LAND, INC., the surviving corporation shall be NAVA LAND, INC.
3. The Agreement and Plan of Merger is attached and incorporated by reference as if fully set forth.
4. Pursuant to Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the merger shall be the 2<sup>nd</sup> day of June 2014.

IN WITNESS WHEREOF, the parties have set their hands this 23<sup>rd</sup> day of April 2014.

RP 50, INC.  
a Florida corporation

By: [Signature]  
RAUL GARCIA, Director

NAVA LAND, INC.  
a Florida corporation

By: [Signature]  
RAUL GARCIA, Director

By: [Signature]  
BERNARD SONNTAG, Director/Chairman

AGREEMENT AND PLAN OF MERGER  
MERGING  
RP 50, INC., a Florida corporation,  
INTO  
NAVA LAND, INC., a Florida corporation

AGREEMENT AND PLAN OF MERGER between RP 50, INC., a Florida corporation, and NAVA LAND, INC., a Florida corporation.

This merger is being effected pursuant to this Agreement and Plan of Merger (hereinafter "Agreement and Plan") in accordance with Section 607.1101 et seq of the Florida Business Corporation Act.

1. Articles of Incorporation. Except as stated in Item 4 below, the Articles of NAVA LAND, INC. shall, without any changes, be the articles of the surviving corporation from and after the date this Agreement and Plan becomes effective, which date shall be the date the Articles of Merger are filed with the Florida Department of State, until amended as permitted by law.
2. Distribution to Stockholders of the Constituent Corporations. Upon the date this Agreement and Plan becomes effective, each share of RP 50, INC.'s common stock that has been issued and is outstanding at that time shall be notionally converted into and exchanged for NAVA LAND, INC. common stock as set forth in Exhibit "A". By operation of law, all of RP 50, INC.'s common stock so converted and exchanged for NAVA LAND, INC. common stock shall be cancelled and RP 50, INC. shall cease to exist as a corporate entity. Each share of NAVA LAND, INC. common stock that has been issued and is outstanding on the date the Agreement and Plan becomes effective shall remain outstanding. RP 50, INC. and NAVA LAND, INC. may hereinafter be referred to collectively as the "Constituent Corporations".
3. Satisfaction of Rights of RP 50, INC.'s Stockholders. All shares of NAVA LAND, INC. stock into which shares of RP 50, INC. shall have been converted, and for which RP 50, INC. shares become exchangeable pursuant to this Agreement and Plan shall be deemed to have been paid in full satisfaction of such converted shares.
4. Effect of Merger. On the date this Agreement and Plan becomes effective, the separate existence of RP 50, INC. shall cease, and NAVA LAND, INC. shall be fully vested in RP 50, INC.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, and duties.
5. Supplemental Action. If at any time after this Agreement and Plan becomes effective, RP 50, INC. or NAVA LAND, INC. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out provisions of this Agreement and Plan, the appropriate officers of RP 50, INC. or NAVA LAND, INC. as the case may be, whether past or remaining in office, shall execute and deliver upon request of RP 50, INC. or NAVA LAND, INC. any and all proper conveyances, agreements,

documents, instruments, and assurances, and perform all necessary or proper acts to vest, perfect, confirm, or record such title thereto in NAVA LAND, INC. or to otherwise carry out the provisions of this Agreement and Plan.

6. Filing with the Florida Department of State. RP 50, Inc. and NAVA LAND, INC. shall cause their Director to execute, acknowledge and file Articles of Merger with the Florida Department of State, pursuant to Section 607.1105 of the Florida Business Corporation Act.
7. Amendment and Waiver. Any of the terms or conditions of the Agreement and Plan may be waived at any time by any one of the Constituent Corporations, or by any stockholder of the Constituent Corporations, which is entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the vote of the stockholders of the Constituent Corporations by an agreement in writing executed in the same manner.
8. Termination. At any time before the date this Agreement and Plan becomes effective, this Agreement and Plan may be terminated and the merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the stockholders of the respective Constituent Corporations.

Dated this 23<sup>rd</sup> day of April 2014.


RP 50, INC.  
a Florida corporation

By:

  
RAUL GARCIA, Director

NAVA LAND, INC.  
a Florida corporation

By:

  
RAUL GARCIA, Director

By:

  
X BERNARD SONNTAG, Director/Chairman


 Txt/corp/NAVA LAND/Agr & Plan of Merger RP 50

EXHIBIT "A"

The issued and outstanding common stock of NAVA LAND, INC. shall be held as follows upon the date this Agreement and Plan becomes effective:

KANOBA, SA, a Luxembourg holding company, shall own 100% of the issued and outstanding common stock of NAVA LAND, INC.