

L00000000531

OFFICE USE ONLY (Document #)

Ed Tribble
FL Information Associates Inc.

(Requestor's Name)

P.O. Box 11144

(Address)

Tallahassee, FL 32302-3144

(City, State, Zip)

(Phone #)

878-0188

900003104619--7
-01/20/00--01065--026
*****95.00 *****95.00

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known): **EFFECTIVE DATE**
1-31-00

1. Rancho International Corporation P990000106955
(Corporation Name) (Document #)
2. MERGING INTO
(Corporation Name) (Document #)
3. Rancho International LLC L00000000531
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

☒ Walk in ☐ Pick up time _____ ☒ 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

RECEIVED
00 JAN 20 AM 11:33
FLORIDA STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

VB
F20-00

ARTICLES OF MERGER
Merger Sheet

MERGING:

RANCHO INTERNATIONAL CORPORATION, A Florida corporation,
P99000106955

INTO

RANCHO INTERNATIONAL LLC, a Florida entity, L00000000531

File date: January 20, 2000, effective January 31, 2000

Corporate Specialist: Trevor Brumbley

ARTICLES OF MERGER
OF
RANCHO INTERNATIONAL CORPORATION
INTO
RANCHO INTERNATIONAL LLC

PURSUANT TO the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That an Agreement of Merger has been entered into as of the 31st day of January, 2000 by and among **RANCHO INTERNATIONAL CORPORATION** and **RANCHO INTERNATIONAL LLC** ("Agreement of Merger").

SECOND: That the name and state of each of the constituent corporations is **RANCHO INTERNATIONAL LLC** a Florida limited liability company, and **RANCHO INTERNATIONAL CORPORATION**, a Florida corporation. The Agreement of Merger provides for the merger of **RANCHO INTERNATIONAL CORPORATION** into **RANCHO INTERNATIONAL LLC**.

THIRD: That the name of the surviving corporation is **RANCHO INTERNATIONAL LLC**.

FOURTH: That the Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Agreement of Merger was approved by the Board of Directors and Shareholders of **RANCHO INTERNATIONAL CORPORATION** on the 17th day of January, 2000 and by the

Manager and Members of **RANCHO INTERNATIONAL LLC** on the 17th day of January, 2000.

FIFTH: After the effective date of the merger, the Articles of Organization of the surviving entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

SIXTH: That the Agreement of Merger is on file at the principal place of business of **RANCHO INTERNATIONAL LLC**, the surviving entity, the address of which is 2665 South Bayshore Drive, Suite 703, Miami, Florida 33133.

SEVENTH: That a copy of the Agreement of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: The authorized capital stock of **RANCHO INTERNATIONAL CORPORATION** is one thousand (1,000) common shares, at no par value. Each ownership interest in **RANCHO INTERNATIONAL LLC** ("Unit") represents a capital contribution of \$1.00. Each share of common stock of **RANCHO INTERNATIONAL CORPORATION** issued and outstanding immediately prior to the effective date of the Merger, by reason of the Merger, shall be cancelled. Each Unit of **RANCHO INTERNATIONAL LLC** as issued prior to the effective date shall remain in full force and effect and shall represent the entire issued and outstanding Units of the Surviving Entity.

NINTH: That the merger of **RANCHO INTERNATIONAL CORPORATION** into **RANCHO INTERNATIONAL LLC** shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Agreement of Merger.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 17TH day of ~~DECEMBER~~ ^{JANUARY}, 2000.

RANCHO INTERNATIONAL LLC

By: _____

Clemente Vallejo, Manager

RANCHO INTERNATIONAL CORPORATION

By: _____

Clemente Vallejo, President

AGREEMENT OF MERGER
BETWEEN
RANCHO INTERNATIONAL LLC
AND
RANCHO INTERNATIONAL CORPORATION

THIS AGREEMENT OF MERGER ("Agreement") is entered into this 17th day of January, 2000 between **RANCHO INTERNATIONAL LLC**, a Florida limited liability company ("LLC") and **RANCHO INTERNATIONAL CORPORATION**, a Florida corporation ("Inc.").

WITNESSETH

WHEREAS, the Board of Directors of Inc. and the Manager of LLC deem it desirable and in the best business interests of Inc. and its stockholders and LLC and its members that Inc. be merged into LLC upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, Inc. shall be merged into LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Agreement, the Merger shall become effective on January 31, 2000 ("Effective Date"). Articles of Merger shall be filed with the

State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Agreement.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be directors of Inc. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Agreement.

Section 4. Regulations. The Regulations of LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Regulations of the Surviving Entity after the Effective Date.

Section 5. Articles of Organization of LLC. The Articles of Organization of LLC, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. Manager. The Manager of LLC immediately prior to the Effective Date shall constitute the manager of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Agreement.

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of common stock of Inc. issued and outstanding immediately prior to the

Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

(a) Inc. and LLC shall become a single entity of which LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be RANCHO INTERNATIONAL LLC.

(b) The separate existence of Inc. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of Inc. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to Inc. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in Inc. shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of Inc. The Merger shall impair neither the rights of creditors nor any liens upon the property of Inc.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of Inc. is one thousand (1,000) common shares, at no par value. Each ownership interest in LLC ("Unit") represents a capital contribution of \$1.00. Each share of common stock of Inc. issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be cancelled. Each Unit of LLC as issued prior to the effective date shall remain in full force and effect and shall represent the entire issued and outstanding Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of RANCHO INTERNATIONAL CORPORATION

Inc. represents and warrants to LLC as follows:

Due Incorporation, Etc. Inc. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to LLC.

ARTICLE 5

Representations and Warranties of RANCHO INTERNATIONAL LLC

LLC represents and warrants to Inc. as follows:

Due Incorporation, Etc. LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to Inc.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Manager

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of

the Managers of **RANCHO INTERNATIONAL LLC** are as follows:

Clemente Vallejo
2665 South Bayshore Drive
Suite 703
Miami, Florida 33133

Carlos Serrano
2665 South Bayshore Drive
Suite 703
Miami, Florida 33133

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Associates, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with Inc. and LLC, either party may terminate this Agreement hereto.

Section 5. Counterparts. This Agreement may be executed simultaneously in one or

more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6. Heading. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

Section 7. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

RANCHO INTERNATIONAL LLC

~~Clemente Vallejo, Manager~~

~~Clemente Vallejo, President~~