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Requester's Name

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Office Use Only

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

1. MARKETING EXPRESS CO. LLC L00000011760  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in ☐ Pick up time \_\_\_\_\_

☐ Mail out ☐ Will wait ☐ Photocopy

☒ Certified Copy

☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

**OTHER FILINGS**

- ☐ Annual Report
- ☐ Fictitious Name

**AMENDMENTS**

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☒ Merger

**REGISTRATION/QUALIFICATION**

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

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CLERK OF STATE  
TALLAHASSEE, FL 32302

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AND  
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00 NOV 15 AM 11:26  
CLERK OF STATE  
TALLAHASSEE, FL 32302

11/15/00

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

MARKETING EXPRESS, A GENERAL PARTNERSHIP

INTO

**MARKETING EXPRESS CO. LLC**, a Florida entity, L00000011760

File date: November 15, 2000

Corporate Specialist: Trevor Brumbley

APPROVED  
AND  
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00 NOV 15 AM 8:44  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**  
**OF**  
**MARKETING EXPRESS CO. LLC**  
**AND**  
**MARKETING EXPRESS**

**PURSUANT TO** the provisions of Section 608.4382 of the Florida Statutes and all other applicable Florida Statutes, the undersigned hereby certify that:

**FIRST:** That a Plan of Merger has been entered into as of the 31<sup>st</sup> day of October, 2000, by and among **MARKETING EXPRESS** and **MARKETING EXPRESS CO. LLC** ("Plan of Merger").  
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**SECOND:** That the name and state of each of the constituent corporations is **MARKETING EXPRESS CO. LLC**, a Florida limited liability company, and **MARKETING EXPRESS**, a Florida general partnership. The Plan of Merger provides for the merger of **MARKETING EXPRESS** into **MARKETING EXPRESS CO. LLC**.

**THIRD:** That the name of the surviving corporation is **MARKETING EXPRESS CO. LLC**.

**FOURTH:** That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the laws of the State of Florida. The Plan of Merger was approved by the partners of **MARKETING EXPRESS** on this 31<sup>st</sup> day of October, 2000 and by the Manager and Members of **MARKETING EXPRESS CO. LLC** on this 31<sup>st</sup> day of October, 2000.

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TALLAHASSEE, FLORIDA

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**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 Plan of Merger is on file at the principal place of business of **MARKETING EXPRESS CO. LLC**, the surviving entity, the address of which is 3226 Mary Street, Miami, Florida 33133.

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

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of **MARKETING EXPRESS** or the regulations or articles of organization of **MARKETING EXPRESS CO. LLC**.

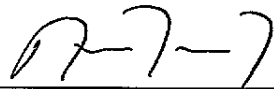
**NINTH:** That the merger of **MARKETING EXPRESS** into **MARKETING EXPRESS CO. LLC** shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

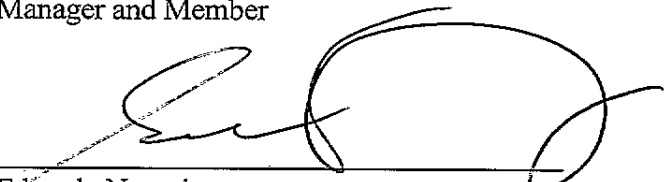
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**IN WITNESS WHEREOF**, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized representatives on this 31<sup>st</sup> day of October, 2000.

**MARKETING EXPRESS CO. LLC**

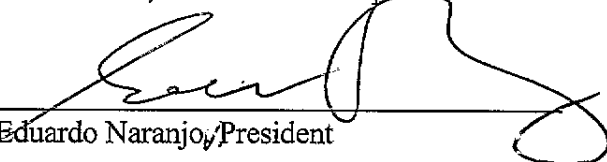
By:   
Carlos Mauricio Navarro,  
Manager and Member

By:   
Eduardo Naranjo,  
Manager and Member

**MARKETING EXPRESS**


**Partner:**

Herbal International, Inc. a Florida corporation

By:   
Eduardo Naranjo, President

**Partner:**

Intermarketing Express, Inc., a Florida corporation

By:   
Carlos Mauricio Navarro, President

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**PLAN OF MERGER**  
**BETWEEN**  
**MARKETING EXPRESS CO. LLC**  
**AND**  
**MARKETING EXPRESS**

THIS PLAN OF MERGER ("Plan") is entered into this 31<sup>st</sup> day of October, 2000 between MARKETING EXPRESS CO. LLC, a Florida limited liability company ("LLC") and MARKETING EXPRESS, a Florida general partnership ("Partnership").

**WITNESSETH**

**WHEREAS**, the partners of the Partnership and the Manager of LLC deem it desirable and in the best business interests of Partnership and its partners and LLC and its members that Partnership be merged into LLC upon the terms and subject to the conditions set forth in this Plan.

**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, Partnership shall be merged into LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

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**Section 2.** Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("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 Plan.

**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 the partners of Partnership 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 Plan.

**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 Plan.

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**ARTICLE 2**  
**Effect of Merger**

**Section 1.** Upon the Effective Date:

a) Partnership 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 MARKETING EXPRESS CO. LLC.

(b) The separate existence of Partnership shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of Partnership. 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 Partnership shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in Partnership 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 Partnership. The Merger shall impair neither the rights of creditors nor any liens upon the property of Partnership.

**Section 2.** Manner and Basis of Converting Interests. The capital value of the Partnership is \$10,000. Each partner in the Partnership contributed \$5000.00 which represents 50% ownership interest in the Partnership ("Partnership Interest"). Each percentage of Partnership Interest of the Partnership owned immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become the equivalent amount of ownership interest in the LLC, the Surviving Entity, upon the effective date of the Merger.

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**ARTICLE 4**  
**Representations and Warranties of MARKETING EXPRESS**

Partnership represents and warrants to LLC as follows:

Due In General Partnership, Etc. Partnership is a duly organized and validly existing general partnership 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 MARKETING EXPRESS CO. LLC**

LLC represents and warrants to Partnership as follows:

Due In General Partnership, 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 Partnership.

**ARTICLE 6**  
**Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Plan 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 MARKETING EXPRESS CO. LLC are as follows:

Eduardo Naranjo  
3326 Mary Street  
Miami, FL 33133

Carlos Mauricio Navarro  
3326 Mary Street  
Miami, FL 33133

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**ARTICLE 8**  
**General Provisions**

**Section 1.**     Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Polansky, 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 Plan 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 Plan 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 Partnership and LLC, either party may terminate this Plan hereto.

**Section 5.**     Counterparts. This Plan 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.

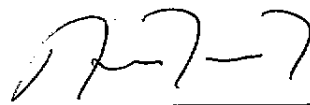
**Section 6.**     Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

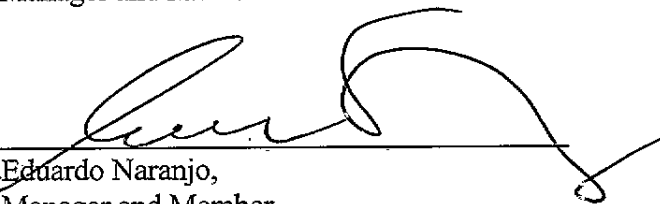
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**Section 7. Applicable Law.** This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals as of the date first above written.

**MARKETING EXPRESS CO. LLC**

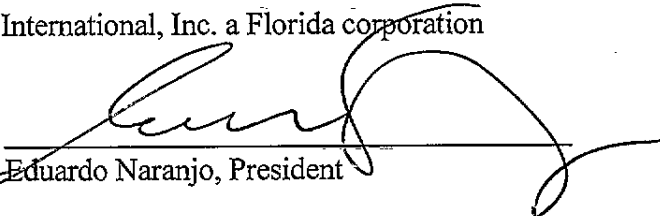
By:   
\_\_\_\_\_  
Carlos Mauricio Navarro,  
Manager and Member

By:   
\_\_\_\_\_  
Eduardo Naranjo,  
Manager and Member

**MARKETING EXPRESS**

**Partner:**

Herbal International, Inc. a Florida corporation

By:   
\_\_\_\_\_  
Eduardo Naranjo, President

**Partner:**

Intermarketing Express, Inc., a Florida corporation

By:   
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Carlos Mauricio Navarro, President

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