

01/13/2012 15:28 FAX

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GUNSTER-YOAKLEY

001/08

Division of Corporations

Page 1 of 1

**Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet**

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To:

Division of Corporations  
Fax Number : (850) 617-6380

**EFFECTIVE DATE** 01-13-12

From:

Account Name : GUNSTER YOAKLEY & STEWART P.A.  
Account Number : 076077002861  
Phone : (305) 376-4181  
Fax Number : (305) 376-6010

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: qdest.coix@gunster.com

**MERGER OR SHARE EXCHANGE  
NOBOX MARKETING OF FLORIDA, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	<del>\$68.75</del>

90.00

+ \$30.- Certified Copy

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Corporate Filing Menu

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B. BOSTICK

JAN 18 2012

EXAMINER

1/5/2012

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## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: Nobox Marketing of Florida, LLC  
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Alexandra de St. Croix, Paralegal

Contact Person

Gunster

Firm/Company

2 South Biscayne Blvd., Suite 3400

Address

Miami, Florida 33131

City, State and Zip Code

adest.croix@gunster.com

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

For further information concerning this matter, please call:

Alexandra de St. Croix

Name of Contact Person

at ( 305 )

376-4181

Area Code and Daytime Telephonic Number



Certified copy (optional) \$30.00

## STREET ADDRESS:

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

## MAILING ADDRESS:

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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TALLAHASSEE, FLORIDA

12 JAN 12 AM 10:15

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**CERTIFICATE OF MERGER  
OF NOBOX MARKETING GROUP, INC. WITH AND INTO  
NOBOX MARKETING OF FLORIDA, LLC**

L11000041429

Pursuant to the provisions of Sections 608.438 and 608.4382 of the Florida Statutes, the undersigned do hereby submit for filing the following Certificate of Merger.

1. The purpose of the Merger is to merge Nobox Marketing Group, Inc., a Puerto Rico corporation ("Nobox Puerto Rico" or "Merging Corporation"), with and into Nobox Marketing of Florida, LLC, a Florida limited liability company ("Nobox Florida" or "Surviving Entity"), with Nobox Florida being the surviving entity.
2. The Plan of Merger is as attached hereto as Exhibit A.
3. The Merger shall become effective on January 13, 2012.
4. The Shareholders of Nobox Puerto Rico approved the Plan of Merger on January 13, 2012. The number of votes in favor of the merger was unanimous. No votes were opposed.
5. The Managers and the Members of Nobox Florida approved the Plan of Merger on January 13, 2012. The number of votes in favor of the merger was unanimous. No votes were opposed.

[Signature page to follow]

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12 JAN 12 AM 10:15  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, each constituent entity has caused this Certificate of Merger to be executed by each such entity's duly authorized officer or manager, as of the 13 day of January, 2012.

Nobox Marketing Group, Inc., a Puerto Rico corporation

By:   
Taylor Philip Alon, President

Nobox Marketing of Florida, LLC, a Florida limited liability company

By: Nobox Marketing, LLC, as Manager

By:   
Carlos Garcia, Manager

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12 JAN 12 AM 10:16  
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TALLAHASSEE, FLORIDA

[Signature page]

[Certificate of Merger]

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Exhibit A

Plan of Merger

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**AGREEMENT AND PLAN OF MERGER  
OF NOBOX MARKETING GROUP INC., A PUERTO RICO CORPORATION  
WITH AND INTO  
NOBOX MARKETING OF FLORIDA, LLC A FLORIDA LIMITED LIABILITY  
COMPANY**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated January 13, 2012, by and between Nobox Marketing Group Inc., a Puerto Rico corporation ("Nobox Puerto Rico"), and Nobox Marketing of Florida, LLC, a Florida limited liability company ("Nobox Florida").

**WITNESS:**

**WHEREAS**, Nobox Florida is the owner and holder of one hundred percent (100%) of the issued and outstanding shares of stock in Nobox Puerto Rico;

**WHEREAS**, the Members and Managers of Nobox Florida deemed it advisable and in the best interest and welfare of Nobox Florida that Nobox Puerto Rico be merged with and into Nobox Florida and Nobox Florida will be the surviving limited liability company pursuant to the provisions of Article 10.03 of the General Corporation Law for the Commonwealth of Puerto Rico of 2009 and the provisions of Sections 608.438 and 608.4382 of the Florida Statutes; and accordingly, Nobox Florida desires that they shall so merge under and pursuant to said provisions of said laws;

**NOW THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

1. Merger. On and as of the Effective Date, as hereinafter set forth, Nobox Puerto Rico shall be merged with and into Nobox Florida in accordance with the laws of Florida and the laws of the Commonwealth of Puerto Rico and this Agreement.
2. Surviving Entity. On and as of the Effective Date, the separate existence of Nobox Puerto Rico shall cease, and Nobox Florida shall be the surviving entity (hereinafter, the "Surviving Entity"), which shall continue as a limited liability company under the laws of the State of Florida. The Surviving Entity shall, upon the merger and without the necessity for the execution of any deed or any instrument of transfer, succeed to, possess and assume (i) all the rights, privileges, powers and franchises of Nobox Puerto Rico, whether of a public or a private nature, including, without limitation, all rights, privileges and powers of Nobox Puerto Rico to all property, movable or immovable, and all actions belonging to Nobox Puerto Rico; and (ii) all debts, liabilities and duties of Nobox Puerto Rico. Title to any property vested under the laws of the Commonwealth of Puerto Rico in Nobox Puerto Rico shall vest in the Surviving Entity upon the Effective Date and shall not revert or be in any way impaired; provided, however, all rights of creditors and all liens upon any property of the Surviving Entity and of Nobox Puerto Rico shall be preserved unimpaired, and all debts, liabilities and duties of the Surviving Entity and of Nobox Puerto Rico shall henceforth

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attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Nothing contained herein shall be construed as an attempt to assign, transfer or convey to the Surviving Entity any contracts, licenses or other assets of Nobox Puerto Rico requiring consent or approval for the transfer or conveyance thereof to or performance thereunder by the Surviving Entity. Such contracts or assets shall be deemed transferred and conveyed, without any further act or deed on the part of Nobox Puerto Rico when the required consent or approval has been obtained.

3. Articles of Organization. The Articles of Organization of Nobox Florida shall become the Articles of Organization of the Surviving Entity, with no amendments or changes made thereto, on or as of the Effective Date.
4. Managers and Officers. On or as of the Effective Date, the Managers and Officers of the Surviving Entity shall continue to be the Managers and Officers of the Surviving Entity.
5. Purpose. The business purpose of the merger is to consolidate Nobox Puerto Rico and the Surviving Entity's assets and capital accounts for financial and reporting purposes, eliminate duplicity in legally required filings such as Corporate Annual Reports, Tax Returns, among others, improve the Surviving Entity's debt equity ratios, reduce the cost of its insurance policies, reducing the cost of operations and simplify its corporate structure.
6. Approvals. The holders of all the issued and outstanding shares of Nobox Puerto Rico's stock on the date hereof have consented in writing to the approval and adoption of this Agreement in accordance with the provisions of Article 7.17 of the Puerto Rico Corporations Law. The holders of all the issued and outstanding shares of the Surviving Entity's membership interest on the date hereof have consented in writing to the approval and adoption of this Agreement in accordance with the provisions of Florida law.
7. Conversion of Shares. On or as of the Effective Date, the issued and outstanding shares of stock in Nobox Puerto Rico shall be cancelled without consideration.
8. Corporate Action. All corporate acts, policies, approvals and authorizations of the Surviving Entity and of Nobox Puerto Rico which were valid and effective immediately prior to the Effective Date shall be taken as the acts, policies, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Surviving Entity and Nobox Puerto Rico.
9. Consents. This Agreement shall be authorized, approved, consented to, executed and acknowledged in accordance with the provisions of the General Corporations Law of the Commonwealth of Puerto Rico, and the proper agreements, certificates and other documents shall be filed in the office of the Secretary of State of the Commonwealth of Puerto Rico and recorded in accordance with the laws of the Commonwealth of Puerto Rico.
10. Effective Date. The Merger contemplated herein is intended to be effective on January 13, 2012 at 11:59 P.M. EST.

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STATE  
PUERTO RICO  
JAN 13 2012  
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11. Counterparts. This Agreement may be executed in one or more counterparts and collectively shall constitute one instrument represent the Agreement among the parties hereto. It shall not be necessary that any one counterpart be signed by all of the parties hereto as long as each of the parties has signed at least one counterpart.
12. Amendments. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be amended or supplemented, as may be determined by the parties hereto to be necessary, desirable or expedient to further the purpose of this Agreement, or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any governmental approval or acceptance of the merger or of this Agreement or the recording of this Agreement or the consummation of any of the transactions contemplated hereby. No amendment or supplement to this Agreement shall be effective unless it is in writing and signed by the constituent entities.
13. Termination. This Agreement may also be terminated or abandoned by the Board of Directors or Managers of either Nobox Puerto Rico or Nobox Florida, respectively, at any time prior to the Effective Date of the Merger.
14. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. Governing Law and Venue. This Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the state of Florida. The parties to this Agreement hereby agree to submit to the exclusive jurisdiction of the federal and state courts located in the state of Florida in any action or proceeding arising out of or relating to this Agreement.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been adopted as of the date first stated above.

NOBOX MARKETING GROUP INC.

By:  President

NOBOX MARKETING OF FLORIDA, LLC

By: Nobox Marketing, LLC, Manager

By:  Carlos Garcia, Manager

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TALLAHASSEE, FLORIDA

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January 13, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

NOBOX MARKETING OF FLORIDA, LLC  
2 SOUTH BISCAYNE BLVD, STE. 3400  
MIAMI, FL 33131

SUBJECT: NOBOX MARKETING OF FLORIDA, LLC  
REF: L11000041629

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The effective date cannot be prior to the date of filing.

Certified copy is \$30.00, I will adjust the fax cover sheet to reflect the correct amount for the certified copy.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6026.

Barbara Bostick  
Regulatory Specialist II

FAX Aud. #: H12000004473  
Letter Number: 512A00000964

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REGULATORY DIVISION  
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314