

P00000038212

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

1. FERNS INTERNATIONAL, INC. P00000038212
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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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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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

G. COULLETTE MAY 26 2000

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

GALPA, INC., a Florida corporation, K97938

INTO

FERNS INTERNATIONAL, INC., a Florida entity, P00000038212

File date: May 25, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
GALPA INC.
AND
FERNS INTERNATIONAL, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 24th day of May, 2000, by and among **GALPA, INC.** and **FERNS INTERNATIONAL, INC.** ("Agreement of Merger").

SECOND: That the name and state of each of the constituent corporations is **GALPA, INC.** a Florida corporation and **FERNS INTERNATIONAL, INC.**, a Florida corporation. The Agreement of Merger provides for the merger of **GALPA INC.** into **FERNS INTERNATIONAL, INC.**

THIRD: That the name of the surviving corporation is **FERNS INTERNATIONAL, INC.**

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 **GALPA, INC.** on this 24th day of May, 2000 and by the Board of Directors and Shareholders of **FERNS INTERNATIONAL, INC.** on this 24th day of May, 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 **FERNS INTERNATIONAL, INC.**, the surviving entity, the address of which is 2665 S. 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 of any corporation made a party thereto.

EIGHTH: The authorized capital stock of **GALPA INC.** is 600 common shares, at \$1.00 par value. Each share in **FERNS INTERNATIONAL, INC.** ("Share") represents a capital contribution of \$1.00. Each share of common stock of **GALPA INC.** issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one share of **FERNS INTERNATIONAL, INC.**, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of **GALPA INC.** immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Shares of the surviving corporation.

NINTH: That the merger of **GALPA INC.** into **FERNS INTERNATIONAL, INC.** shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Agreement 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 officers on this 21st day of May, 2000.


FERNS INTERNATIONAL, INC.

By:


Timothy D. Richards, Director

GALPA INC.

By:


Timothy D. Richards, Director

Plan
&
AGREEMENT OF MERGER

BETWEEN

GALPA INC.

AND

FERNS INTERNATIONAL, INC.

THIS AGREEMENT OF MERGER ("Agreement") is entered into this 24th day of May, 2000 between **FERNS INTERNATIONAL, INC.**, a Florida corporation ("**FERNS**") and **GALPA INC.**, a Florida corporation ("**GALPA**").

WITNESSETH

WHEREAS, the Board of Directors of **GALPA** and the Board of Directors of **FERNS** deem it desirable and in the best business interests of **GALPA** and its stockholders and **FERNS** and its stockholders that **GALPA** be merged into **FERNS** 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, **GALPA** shall be merged into **FERNS**, 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 May 25, 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 Director of the Surviving Entity or, as the case may be directors of **GALPA** 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. Bylaw. The Bylaws of **FERNS** in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Bylaws of the Surviving Entity after the Effective Date.

Section 5. Articles of Incorporation of FERNS. The Articles of Incorporation of **FERNS**, 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 Incorporation of the Surviving Entity.

Section 6. Director. The Director of **FERNS** immediately prior to the Effective Date shall constitute the Director 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 GALPA 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) GALPA and FERNS shall become a single entity of which FERNS 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 FERNS INTERNATIONAL, INC.

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

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of GALPA is six hundred (600) shares, at \$1.00 par value. Each ownership interest in FERNS ("shares") represents a capital contribution of \$1.00. Each share of common stock of GALPA issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one share of FERNS, the Surviving Entity, upon the effective date of the Merger, and each certificate representing outstanding shares of the common stock of GALPA immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

GALPA INC.

GALPA represents and warrants to FERNS as follows:

Due Incorporation, Etc. GALPA 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 FERNS.

ARTICLE 5

Representations and Warranties of

FERNS INTERNATIONAL, INC.

FERNS represents and warrants to GALPA as follows:

Due Incorporation, Etc. FERNS 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 GALPA.

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

Director

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of the Director of FERNs INTERNATIONAL, INC. is as follows:

Timothy D. Richards
2665 South Bayshore Drive, Suite 703
Miami, FL. 33133

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards, 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 GALPA and FERNS, 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.

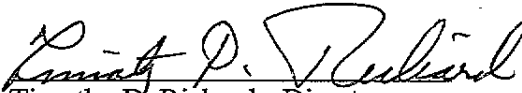
Section 6. Heading. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

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

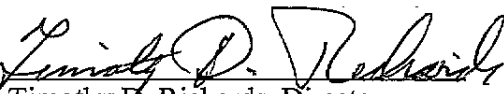
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IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

FERNS INTERNATIONAL, INC.

By: 
Timothy D. Richards, Director

GALPA INC.

By: 
Timothy D. Richards, Director