

P040000147931

(Requestor's Name)

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☐ PICK-UP

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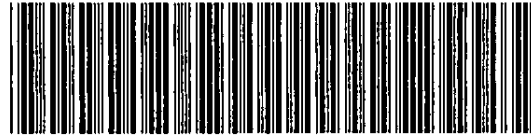
(Business Entity Name)

(Document Number)

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Merger

400237822914
08/02/12--01031--016 **131.25

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2012 AUG -2 AM 9:11
SECRETARY OF STATE
TALLAHASSEE FLORIDA

8/13/12



Tel (407) 529-4353

Fax (407) 749-0290

July 31, 2012

Via Fed-Ex #

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

Re: PANNOLI INTERNATIONAL GOURMET, INC, a Florida Corporation
Document Number P04000147931

Dear Sir or Madam:

Enclosed please find the following Documents for Filing:

a) Articles of Merger Between Pannoli International Gourmet, Inc, a Florida Corporation (Surviving Corporation) and Merbaca of Orlando And Natural Vitamins, Inc., a Florida Corporation the merging constituent. With attached Agreement and Plan of Merger between Pannoli International Gourmet, Inc and Mebaca of Orlando And Natural Vitamins, Inc., as Exhibit "A" to the Articles of Merger, and

b) Amended and Restated Articles of Incorporation for Pannoli International Gourmet, Inc.

In addition, you will find enclosed a check in the sum of one hundred thirty one dollars and twenty-five cents (\$131.25) to cover the following fees:

a) Filing Fee for Article of Merger as to Surviving Corporation \$35.00

P.O. Box 677475 Orlando, Florida 32867-7475

Telephone: (407) 529-4353

E-mail: jg@gonzalezlawfirm.net

Facsimile: (407) 749-0290

b)	Filing Fee for Articles of Merger as to Merging Corporation	\$35.00
c)	Filing Fee of Amended and Restated Articles of Incorporation	\$35.00
d)	Certified Copy of Article of Merger	\$8.75
e)	Certified copy of Amended and Restated Articles of Inc.	\$8.75
e)	Certificate Status for Pannoli International Gourmet, Inc.	<u>\$8.75</u>
Total Fees		\$131.25

Should you have any questions, please do not hesitate to contact the following person:

Ana Suarez, Secreatry for Pannoli International Gourmet, Inc

(407) 932-0808 between 10:00 AM and 5:00 PM.

Or by E-mail at plc1424@yahoo.com.

Sincerely,

Julian Gonzalez
Julian Gonzalez

cc: Ana Suarez, for Pannoli and Merbaca

Enc: Articles of Merger, Amended and Restated Articles and Check

FILED

2012 AUG -2 AM 9:11

SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER
OF
MERBACA OF ORLANDO FOOD AND NATURAL VITAMINS, INC.
A FLORIDA CORPORATION
INTO
PANNOLI INTERNATIONAL GOURMET, INC., A FLORIDA CORPORATION**

THE FOLLOWING ARTICLES OF MERGER are hereby submitted in accordance with the Florida Business Corporation Act ("FBCA") section 607.1105 Florida Statutes.

FIRST

The surviving Corporation is Pannoli International Gourmet, Inc, a Florida Corporation, Document Number P04000147931, with its principal place of business at 12981 South Orange Blossom Trail, Orlando, FL 32837.

SECOND

The merging corporations or constituents of the agreement and plan of merger are the following: a) PANNOLI INTERNATIONAL GOURMET, INC., a Florida corporation ("Pannoli"), Document Number P04000147931, and b) MERBACA OF ORLANDO FOOD AND NATURAL VITAMINS, INC, a Florida corporation ("Merbaca"), Document Number P10000013881.

THIRD

The Agreement and Plan of Merger that was adopted by the respective board of directors of the constituents is attached and incorporated hereto as Exhibit "A". Under the Plan of Merger, all issued and outstanding shares of Merbaca's Common Stock will be acquired by means of merger of Merbaca into Pannoli, with Pannoli as the surviving corporation.

FOURTH

Pursuant to the Agreement and Plan of Merger, the merger shall become effective on the date that the Articles of Merger are filed with the Florida Department of State.

FIFTH

The Agreement and Plan of Merger was adopted by the shareholders and Board of Directors of Pannoli International Gourmet, Inc., (the surviving corporation) on July 15, 2012.

SIXTH

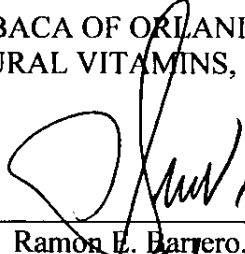
The Agreement and Plan of Merger was adopted by the Board of Directors of Merbaca Of Orlando Food And Natural Vitamins, Inc, on July 15, 2012, and the approval of its shareholders was not necessary.

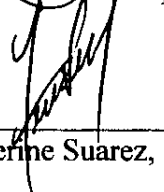
SEVENTH

IN WITNESS WHEREOF, Merbaca Of Orlando Food And Natural Vitamins, Inc, and of Pannoli International Gourmet, Inc., have approved and adopted the foregoing Articles of Merger and have caused this instrument to be executed and delivered by their respective officers thereunto duly authorized as follows:

Duly executed on this 31 day of July, 2012

MERBACA OF ORLANDO FOOD AND
NATURAL VITAMINS, INC.

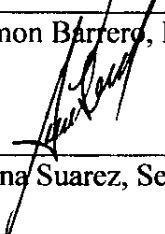
By: 
Ramon E. Barrero, President

By: 
Katherine Suarez, Secretary

Duly executed on this 31 day of July, 2012

PANNOLI INTERNATIONAL GOURMET, INC:

By: 
Ramon Barrero, President

By: 
Ana Suarez, Secretary

CERTIFICATION OF ADOPTION

I, Ana Suarez, Secretary of Pannoli International Gourmet, Inc., hereby certify that these Articles of Merger were adopted by Pannoli International Gourmet, Inc. pursuant to ss.607.1101 of the Florida Business Corporations Act and all of the conditions specified in ss.607.1101 of the Florida Business Corporations Act have been satisfied.

By: 

Ana Suarez, Secretary of
Pannoli International Gourmet, Inc.

AGREEMENT AND PLAN OF MERGER

Between

PANNOLI INTERNATIONAL GOURMET, INC.

And

MERBACA OF ORLANDO FOOD AND NATURAL VITAMINS, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of July 15 2012, between PANNOLI INTERNATIONAL GOURMET, INC., a Florida corporation ("Pannoli"), and MERBACA OF ORLANDO FOOD AND NATURAL VITAMINS, INC, a Florida corporation ("Merbaca").

RECITALS

A. Pannoli has an authorized capitalization of 1000 shares of common stock, par value \$1.00 per share ("Pannoli Common Stock") of which only 1000 shares are issued and outstanding on the date hereof and of which 400 are owned by Ramon Barrero, 400 shares are owned by Katherine Santos, and 200 are owned by Pannoli.

B. Merbaca has an authorized capitalization of 100 shares of common stock, par value \$1.00 per share ("Merbaca Common Stock") of which 100 shares are issued and outstanding on the date hereof, and all of which are owned by Merbaca.

C. The respective Boards of Directors of Pannoli and Merbaca have determined that it is advisable that Merbaca be merged with and into Pannoli (the "Merger"), with Pannoli, continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant to the provisions of Sections 607.1101 et seq. of the Florida Business Corporation Act in order that the transaction qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and subject to the terms and conditions of this Agreement and applicable law.

D. The Constituent Corporations agree that the Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a) (1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the parties agree as follows:

THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), Merbaca shall be merged with and into Pannoli. As a result of the Merger, the separate existence of Merbaca shall cease and Pannoli shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction or, if permissible, waiver of the latest to occur of the conditions set forth in ARTICLE IV hereof (the "Closing Date"), at the offices of Pannoli, 12981 S. Orange Blossom Trail, Orlando, Florida 32837, unless another date or place is agreed to in writing by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers, and assets, including employees of Merbaca and Pannoli shall vest in the Surviving Corporation, and all debts, liabilities and duties of Merbaca and Pannoli shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 ADDITIONAL ACTION. The Surviving Corporation may, at any time after the Effective Time, take any action, including executing and delivering any document, in the name

and on behalf of either Constituent Corporation, in order to consummate the transactions contemplated by this Merger Agreement.

1.6 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger (i) the Amended and Restated Certificate of Incorporation and Bylaws of Pannoli, as in effect immediately prior to the Effective Time of the Merger, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, (ii) the officers and directors of Pannoli immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

ARTICLE II

EFFECT OF THE MERGER ON CAPITAL STOCK AND CONVERSION OF OUTSTANDING SHARES, OPTIONS AND WARRANTS

2.1. MERBACA COMMON STOCK. Upon the Effective Date of the Merger, each Share of Merbaca Common Stock, \$1.00 par value, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$1.00 par value, respectively, of the Surviving Corporation.

2.2 MERBACA OPTIONS AND WARRANTS. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the obligations of Merbaca under option plans of Merbaca and all other employee benefit plans of Merbaca, including any existing outstanding stock options of Merbaca. Each outstanding and unexercised option, warrant or other right to purchase or security convertible into Merbaca Common Stock shall become an option, warrant, right to purchase or a security convertible into the Surviving Corporation's Common Stock, on the basis of one share of the Surviving Corporation's Common Stock for each share of Merbaca Common Stock, issuable pursuant to any such option, warrant, right to purchase or convertible security, on the same terms and conditions and at an exercise price per

share equal to the exercise price applicable to such Merbaca option, warrant, right to purchase or a security convertible at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock, shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights or convertible securities equal to the number of shares of Merbaca Common Stock so reserved immediately prior to the Effective Date of the Merger.

2.3 STOCK TRANSFER BOOKS. At the Effective Time of the Merger, the stock transfer books for the shares of Pannoli Common Stock which have been converted into the right to receive shares of Merbaca Common Stock pursuant to SECTION 2.1 hereof shall be deemed closed, and no transfer of such shares shall thereafter be made or consummated.

2.4 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368 (a)(1)(A) of the Code.

ARTICLE III ADDITIONAL AGREEMENTS

3.1 DIRECTORS AND MANAGEMENT OF MERBACA AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the Merbaca Board of Directors will consist of the persons serving as directors of Pannoli immediately prior to the Effective Time of the Merger. In addition, upon the Effective Time of the Merger, Merbaca's management will consist of the persons serving as Pannoli's management team immediately prior to the Effective Time of the Merger.

3.2 CONSENT. Each of Merbaca and Pannoli shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the stockholders of Pannoli and Merbaca to the extent, but only to the extent, required by applicable law.

(b) LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, relating to any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(c) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE V
TERMINATION, AMENDMENT AND WAIVER

5.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after approval of matters presented in connection with the Merger by the stockholders of Pannoli and Merbaca (to the extent such approval is required):

- (a) by mutual written consent of Pannoli and Merbaca; or
- (b) by either Pannoli or Merbaca if any required approval of the stockholders of Pannoli or Merbaca shall not have been obtained

When action is taken to terminate this Agreement pursuant to this SECTION 5.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action and for such party then to notify in writing the other party (or parties) of such action.

5.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either Pannoli or Merbaca as provided in SECTION 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of Merbaca or Pannoli or their respective officers or directors.

5.3 EXPENSES. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

5.4 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the Merger by the stockholders of Pannoli or Merbaca (to the extent such approval is required); PROVIDED THAT after any such stockholder approval, no amendment shall be made which by law requires the further approval of stockholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI GENERAL PROVISIONS

6.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) If to Pannoli:

Pannoli International Gourmet, Inc.
1261 W. Osceola Parkway
Kissimmee, FL 34741

(ii) If to Merbaca:

Merbaca Of Orlando Food and Natural Vitamins
1424 Ridge Street
Kissimmee, Florida 34744
Attn: Ramon Barrero

6.2 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.3 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

6.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

6.7 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof). The parties hereto further agree that venue for any and all legal action or litigation in court or any other dispute arising between the parties related to this agreement shall be in Osceola County, Florida.

6.8 SERVICE OF PROCESS UPON MERGER OF CONSTITUENT CORPORATIONS. Pannoli International, the Surviving Corporation, hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Merbaca arising from the merger, including the rights of any dissenting stockholders thereof, and hereby irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such suit or other proceedings and agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of Florida duplicate copies of such process, and hereby authorizes the Secretary of State of the State of Florida to send forthwith by registered mail one of such duplicate copies of such process addressed to it at:

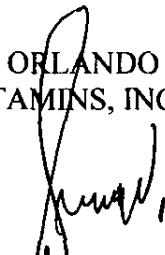
Pannoli International Gourmet, Inc
1261 W. Osceola Parkway
Kissimmee, FL 34741
Attn: Ramon E. Barrero, Sr. as Registered Agent


unless said Surviving Corporation shall hereafter designate in writing to such Secretary of State of the State of Florida a different address for such process, in which case the duplicate copy of such process shall be mailed to the last address so designated.

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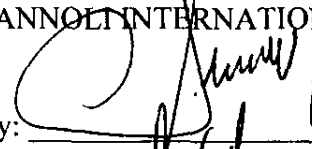
IN WITNESS WHEREOF, Merbaca and Pannoli have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

MERBACA OF ORLANDO FOOD AND
NATURAL VITAMINS, INC.

By: 
Ramon Barrero, President

By: 
Katherine Suarez, Secretary


PANNOLI INTERNATIONAL GOURMET, INC:

By: 
Ramon Barrero, President

By: 
Ana Suarez, Secretary

CERTIFICATION OF ADOPTION

I, Ana Suarez, Secretary of Pannoli International Gourmet, Inc., hereby certify that this Agreement has been adopted by Pannoli International Gourmet, Inc. pursuant to ss.607.1101 of the Florida Business Corporations Act and all of the conditions specified in ss.607.1101 of the Florida Business Corporations Act have been satisfied.

By: 
Ana Suarez, Secretary of
Pannoli International Gourmet, Inc.