

P050000 51925

(Requestor's Name)

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(City/State/Zip/Phone #)

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(Business Entity Name)

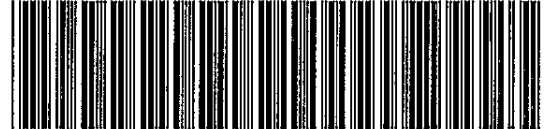
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TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 04/13/2005

REF. #: 000262.36589

CORP. NAME: SMART WORLD ORGANICS, LLC

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- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 512459 FOR \$ 68.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

ARTICLES OF MERGER
OF
SMART WORLD ORGANICS, LLC
INTO
SMART CIRCLEONE ORGANICS, INC.

FILED
05 APR 13 AM 10:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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SMART WORLD ORGANICS, LLC, a Florida limited liability company, and SMART CIRCLEONE ORGANICS, INC., a Florida corporation, acting in compliance with the provisions of Section 607.1109 and 608.4382, Florida Statutes, hereby certify as follows:

1. The name and jurisdiction of the surviving party is Smart Circleone Organics, Inc. ("Circleone"), a Florida corporation (Florida Document No. P05000051925).
2. The name and jurisdiction of the merging party is Smart World Organics, LLC ("Smart World"), a Florida limited liability company.
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".
4. The Agreement and Plan of Merger was approved by the shareholders of Circleone on April 1, 2005.
5. The Agreement and Plan of Merger was approved by the members of Smart World on April 1, 2005.
6. The merger shall become effective as of the date these Articles of Merger are filed with the Florida Department of State.

SMART WORLD ORGANICS, LLC

Dated: 4-1-05

By: Raymond Nielsen
Raymond Nielsen, Manager

SMART CIRCLEONE ORGANICS, INC.

Dated: 4-1-05

By: Raymond Nielsen
Raymond Nielsen, President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this ____ day of April, 2005, by and between SMART CIRCLEONE ORGANICS, INC., a Florida corporation ("Circleone"), and SMART WORLD ORGANICS, LLC, a Florida limited liability company ("Smart World"). Circleone and Smart World are sometimes collectively referred to in this Agreement as the "Constituent Business Entities" and each is sometimes referred to individually as a "Constituent Business Entity."

WITNESSETH:

WHEREAS, the Board of Directors or Managers, as the case may be, of each Constituent Business Entity deems it advisable and for the general welfare of such Constituent Business Entity and its owners that Smart World merge with and into Circleone and that Circleone merge Smart World with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

NOW, THEREFORE, the Constituent Business Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Business Entities have agreed and do hereby agree each with the other that Smart World shall be merged with and into Circleone, and that Circleone shall merge Smart World with and into itself. Circleone shall be the surviving party in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. EFFECTIVE DATE.

The merger provided for in this Agreement shall become effective and the Constituent Business Entities shall be deemed to have merged as of as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").

3. MANNER OF CONVERTING SHARES.

Pursuant to the merger, (1) each share of stock of Circleone existing prior to the merger will be cancelled; (2) thereafter, each holder of a membership interest in Smart World will receive one

share of stock in Circleone for each unit of membership interest held in Smart World so that the percentage ownership of Circleone owned by each stockholder of Circleone is the same percentage ownership that each such stockholder owns in Smart World; and (3) thereafter, each membership interest of Smart World will be canceled.

4. **EFFECT OF THE MERGER.**

(a) **Existence of Smart World.** On the Effective Date, the separate existence of Smart World shall cease and it shall be merged with and into Circleone. Thereupon, all the property, real, personal, and mixed, and all interest therein of Smart World and all debts due to it shall be transferred to and invested in Circleone without further act or deed and without reversion or impairment. Circleone shall thenceforth be responsible and liable for all the liabilities and obligations of Smart World.

(b) **Articles of Organization.** The Articles of Incorporation of Circleone, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Circleone shall not be changed or amended by the merger.

(c) **By-laws.** The By-laws of Circleone as in effect on the Effective Date, shall continue in full force and effect as the By-laws of Circleone and shall not be changed or amended by the merger.

(d) **Officers and Directors.** Until altered by the shareholders of Circleone, the duly elected directors and officers of Circleone shall continue to serve as the directors and officers of Circleone and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the sole shareholder of Circleone and to the members of Smart World for approval. The affirmative vote of the holder of all of the shares of Circleone entitled to vote and the affirmative vote of the holders of all of the membership interests of Smart World entitled to vote shall be required for such approval.

6. **REPRESENTATIONS AND WARRANTIES OF CIRCLEONE.**

Circleone hereby represents and warrants to Smart World that:

(a) **Organization and Standing.** Circleone is a corporation duly organized and validly existing, and in good standing, under the laws of the State of Florida.

(b) **Subsidiaries.** Circleone has no subsidiaries.

(c) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of Circleone. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of Circleone by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

7. **REPRESENTATIONS AND WARRANTIES OF SMART WORLD.**

Smart World hereby represents and warrants to Circleone that:

(a) **Organization and Standing.** Smart World is a limited liability company duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Manager of Smart World. Except for the member approval as required by Section 5 of this Agreement, no further action is required by the Florida Limited Liability Company Act or otherwise to make this Agreement a valid and binding agreement of Smart World, enforceable against Smart World in accordance with its terms.

(c) **No Liabilities.** Except to the extent previously disclosed to Circleone, Smart World has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

8. **GENERAL PROVISIONS.**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Expenses. Circleone shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) Amendment; Termination. This Agreement may be terminated or amended by the mutual consent of the Board of Directors of Circleone and manager of Smart World, whether before or after approval of this Agreement by the sole shareholder of Circleone or by the members of Smart World.

(e) Further Assurances. Smart World agrees that from time to time following the Effective Date, as and when requested by Circleone, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Circleone may deem necessary or desirable, in order more fully to vest in and confirm to Circleone title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officer or manager, as the case may be, to execute this Agreement and Plan of Merger.

SMART CIRCLEONE ORGANICS, INC.

By: Raymond Nielsen
Raymond Nielsen, President

SMART WORLD ORGANICS, LLC

By: Raymond Nielsen
Raymond Nielsen, Manager