

P/3000061802

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Division of Corporations  
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## MERGER OR SHARE EXCHANGE

## Intervia Group Corp

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Maryann V. Thomas, ACP, FCP, FRP  
Advanced Certified Paralegal  
Florida Certified Paralegal  
Florida Registered Paralegal  
mthomas@vasallosloane.com

October 10, 2014

**VIA ELECTRONIC MAIL**

*Darlene.connell@dos.myflorida.com*

Darlene Connell, Regulatory Specialist III  
Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

**Re: Intervia Group Corp**  
**Ref.: P13000061802**

Dear Ms. Connell:

In follow up to our telephone conversation, earlier today, and your letter, dated October 8, 2014, a copy of which is provided for your reference, with this letter, I am resubmitting Articles of Merger of Other Business Entity Into Florida Corporation, together with an Agreement and Plan of Merger between Inter Road LLC and Intervia Group Corp for processing. If for some reason you are still unable to read the documents, or if you require any additional information to process this filing, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

Maryann V. Thomas

MVT  
Enclosures

00148550-1



October 8, 2014

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

INTERVIA GROUP CORP  
6000 METROWEST BLVD  
SUITE 213  
ORLANDO, FL 32835US

SUBJECT: INTERVIA GROUP CORP  
REF: P13000061802

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 document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

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) 245-6050.

Darlene Connell  
Regulatory Specialist III

FAX Aud. #: H14000228871  
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ARTICLES OF MERGER OF OTHER BUSINESS ENTITY  
INTO FLORIDA CORPORATION

These Articles of Merger of Other Business Entity Into Florida Corporation (these "Articles of Merger") are submitted for purposes of merging INTER ROAD LLC, a Florida limited liability company (the "Merging Entity"), with and into INTERVIA GROUP CORP, a Florida corporation (the "Surviving Entity"), as provided in Section 607.1109 of the Florida Business Corporation Act (the "FBCA") and Section 605.1025 of the Florida Revised Limited Liability Company Act (the "FRLCA"), with the Surviving Entity surviving the foregoing merger (the "Merger").

1. **Parties to Merger.** The exact name, type of entity and jurisdiction of formation for each party to the Merger are as follows:

<u>Name:</u>	<u>Jurisdiction of Formation:</u>	<u>Entity Type:</u>
Inter Road LLC	Florida	limited liability company
Intervia Group Corp	Florida	corporation

2. **Surviving Entity.** The exact name, type of entity and jurisdiction of the surviving entity resulting from the Merger are as follows:

<u>Name:</u>	<u>Jurisdiction of Formation:</u>	<u>Entity Type:</u>
Intervia Group Corp	Florida	corporation

3. **Approval of Plan of Merger.** The Agreement and Plan of Merger attached hereto as Exhibit A was approved (1) by each domestic corporation that is a party to the Merger in accordance with the applicable provisions of the FBCA; and (2) by each other business entity that is a party to the Merger in accordance with the applicable provisions of the FRLCA.

4. **Effective Date of Merger.** The effective date of the Merger shall be the date on which these Articles of Merger are accepted for filing by the Florida Department of State.

IN WITNESS WHEREOF, authorized representatives of the undersigned parties to the Merger have executed and delivered these Articles of Merger in accordance with the FRLCA and FBCA.

**SURVIVING ENTITY:**

INTERVIA GROUP CORP,  
a Florida corporation

By: João Daniel de S. S.  
Name: JOAO DE MILSON D.S. SANTOS  
Title: Chief Executive Officer

**MERGING ENTITY:**

INTER ROAD LLC,  
a Florida limited liability company

By: João Daniel de S. S.  
Name: JOAO DE MILSON D.S. SANTOS  
Title: President

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**ARTICLES OF MERGER FOR OTHER BUSINESS ENTITY  
INTO FLORIDA CORPORATION**

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**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

[Agreement and Plan of Merger appears on the following pages]

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of September 25, 2014, is made and entered into by and between INTERVIA GROUP CORP, a Florida corporation ("Acquiror"), and INTER ROAD LLC, a Florida limited liability company (the "Company").

WHEREAS, the Board of Directors and shareholders of Acquiror and the managing members of the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, (1) in the case of Acquiror, Acquiror and all of its shareholders; and (2) in the case of the Company, the Company and all of its members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes (the "FRLCA"), and the Florida Business Corporation Act, Chapter 607, Florida Statutes (the "FBCA"), will merge with and into Acquiror, with Acquiror as the surviving entity (the "Merger"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Acquiror and the Company agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings given to them by this Section 1:

(a) "Surviving Entity Articles of Incorporation" means the Articles of Incorporation of the Surviving Entity, as described in Section 4 hereof.

(b) "Surviving Entity Shareholders" means, collectively, the shareholders of the Surviving Entity as of the Effective Time (as hereinafter defined).

2. Plan of Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 605.1021 through 605.1026 of the FRLCA and Section 607.1108 of the FBCA, respectively, the Company shall be merged with and into Acquiror at the Effective Time. Following the Effective Time, the separate limited liability company existence of the Company shall cease, and Acquiror shall continue as the surviving entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCA and the FRLCA.

3. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, Acquiror and the Company shall duly prepare, execute and file Articles of Merger (the "Articles of Merger") complying with Section 605.1025 of the FRLCA and Section 607.1109 of the FBCA, respectively, with the Department of State of the State of Florida with respect to the Merger. The Merger shall become effective upon the acceptance for filing of the Articles of Merger by the Department of State of the State of Florida (the "Effective Time").

(b) The Merger shall have the effects set forth in the FRLCA and the FBCA, respectively, including without limitation, Section 605.1026 of the FRLCA and Section 607.11101 of the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in Acquiror, as the surviving entity of the

Merger, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of Acquiror, as the surviving entity of the Merger.

4. Organizational Documents. The Articles of Incorporation of the Surviving Entity in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Entity until thereafter amended as provided therein or by the FBCA. From and after the Effective Time, the Surviving Entity and the Surviving Entity Shareholders shall become parties to and be governed by the Bylaws of the Surviving Entity in the form adopted by the Surviving Entity Shareholders (the "Bylaws"), as amended from time to time.

5. Directors and Officers. The directors and officers of the Surviving Entity from and after the Effective Time shall be the following individuals, as set forth in the Articles of Incorporation of the Surviving Entity, as amended:

<u>Name of Individual:</u>	<u>Title(s):</u>
Benedito Moreira De Goes Filho	Director and President
Joao Denilson dos Santos	Director and Treasurer
Cristina C Comparotto Goes	Director and Secretary

The foregoing directors and officers shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and Bylaws or as otherwise provided by the FBCA.

6. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Acquiror or the Company or the holders of limited liability company membership interests in the Company:

(a) each one (1) unit in the Company ("Company Units"), issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive one (1) share of common stock of the Surviving Entity, par value \$0.01 per share ("Surviving Entity Common Stock"); and

(b) each share of common stock of Acquiror that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

7. Certificates. Upon surrender by the members of the Company of a certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding Company Units to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more shares of Surviving Entity Common Stock representing, in the aggregate, the whole number of shares of Surviving Entity Common Stock that such holder has the right to receive pursuant to Section 6 after taking into account all Company Units then held by such holder. Each of the Certificates surrendered pursuant to the previous sentence shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Entity Common Stock pursuant to Section 6, and until such surrender or exchange, no Surviving Entity Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

8. Submission to Service of Process. The Surviving Entity agrees that it may be served with process in the state of Florida in any proceeding for enforcement of any obligation of any constituent business entity of Florida, as well as the enforcement of any obligation of the Surviving Entity arising from the Merger,

including any suit or other proceeding to enforce the rights of any members as determined in appraisal proceedings pursuant to the provisions of Section 605.1006 of the FRLLCA, and irrevocably appoints the Secretary of State of the State of Florida as its agent to accept services of process in any such suit or proceeding. The Secretary of State of the State of Florida shall mail a copy of any such process to the Surviving Entity at 6000 Metrowest Boulevard, Suite 213, Orlando, Florida 32835.

9. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, 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 a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Florida without giving effect to any choice or conflict of law provision or rule (whether of the state of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the state of Florida.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

ACQUIROR:

INTERVIA GROUP CORP

By: Joao Denilson da Silva  
Print Name: JOAO DENILSON DA SILVA  
Title: CEO

COMPANY:

INTER ROAD LLC

By: Joao Denilson da Silva  
Print Name: JOAO DENILSON DA SILVA  
Title: Pres. D&W