

P 150000 89822

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

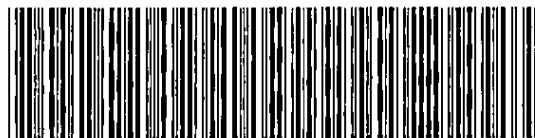
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400321628814

400321628814
12/05/18--01004--011 **70.00

C. GOLDEN
DEC 12 2018

RECEIVED
TALAMON, TULLOCH

2018 DEC -5 PM 12:31

CLERK OF STATE
TALLAHASSEE, FL.

2018 DEC -5 PM 3:44

FILED

FLORIDA RESEARCH & FILING SERVICES, INC.

1211 CIRCLE DR

TALLAHASSEE, FL 32301

PH: 850-524-4381

PLEASE FILE THE ATTACHED MERGER FOR:

ISAFFA CORPORATION

PLEASE RETURN STAMPED COPY

CK# 8084 FOR \$70.00

THANK YOU!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 6, 2018

FLORIDA RESEARCH & FILING SERVICES, INC.
1211 CIRCLE DR
TALLAHASSEE, FL 32301

SUBJECT: RAFISA CORPORATION
Ref. Number: P15000089822

12 DEC 11 PM 1:42
RECEIVED
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

We have received your document for RAFISA CORPORATION and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

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.

Irene Albritton
Regulatory Specialist II

Letter Number: 718A00025058

RESUBMITTING w/ CORRECTIONS
PLEASE RETAIN ORIGINAL
SUBMISSION DATE
12/5/18

FILED

2018 DEC -5 PM 3:44

SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RAFISA CORPORATION	Florida	P15000089822

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ISAFFA CORPORATION	Florida	P14000061872

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 4, 2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 4, 2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)


Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

ISAFFA CORPORATION


 President

Julio Fontana Neto, Director

RAFISA CORPORATION

[Handwritten signature]

Julio Fontana Neto, Director

AGREEMENT AND PLAN OF MERGER

OF

RAFISA CORPORATION,

a Florida corporation

and

ISAFFA CORPORATION,

a Florida corporation

THIS AGREEMENT AND PLAN OF MERGER dated as of December 4th, 2018 (the "Plan of Merger") is between **RAFISA CORPORATION**, a Florida corporation ("RAFISA"), and **ISAFFA CORPORATION**, a Florida corporation ("ISAFFA"). RAFISA and ISAFFA are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. RAFISA is a corporation duly organized and existing under the laws of the State of Florida and has 5,000 shares at \$0.01 par value, of authorized capital stock, of which 5,000 shares have been issued in favor of Green Lines Worldwide, Inc.;

B. ISAFFA is a corporation duly organized and existing under the laws of the State of Florida and has 5,000 shares at \$0.01 par value, of authorized capital stock, of which 5,000 shares have been issued in favor of Green Lines Worldwide, Inc.;

C. The parties desire to provide for the terms and conditions upon which ISAFFA will merge into RAFISA in a statutory merger in accordance with the laws of the State of Florida, upon consummation of which the assets and business of ISAFFA, if any, will be owned by RAFISA, and all issued and outstanding shares of capital stock of ISAFFA will be cancelled as the sole shareholder for both ISAFFA and RAFISA is the same entity, Green Lines Worldwide, Inc.; and

D. The respective boards of directors of RAFISA and ISAFFA have approved this Plan of Merger, and this Plan of Merger has concurrently been approved by the sole shareholder of RAFISA and ISAFFA, and the boards of directors and sole shareholder have authorized the execution of this Plan of Merger by the undersigned director of each corporation.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MERGER

1.1 Merger. In accordance with the provisions of this Plan of Merger and the Florida Business Corporation Act, ISAFFA shall be merged with and into RAFISA (the "Merger"), the separate existence of ISAFFA shall cease, and RAFISA shall survive the Merger and shall continue to be governed by the laws of the State of Florida (hereinafter referred to in this Plan of Merger as the "Surviving Corporation").

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Plan of Merger and the Merger shall have been adopted and approved by the directors and shareholders of RAFISA and ISAFFA in accordance with the requirements of the Florida Statutes § 607.1105;

(b) All of the conditions precedent to the consummation of the Merger specified in this Plan of Merger shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) Articles of Merger meeting the requirements of Florida Statutes § 607.1105 shall have been filed with the Florida Department of State, Division of Corporations.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of ISAFFA shall cease and RAFISA, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and ISAFFA Boards of Directors, and (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of ISAFFA.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. Upon the effectiveness of the Merger, the Certificate of Incorporation of RAFISA as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of RAFISA as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of RAFISA immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or by the Certificate of Incorporation or the Bylaws of the Surviving Corporation.

3. TRANSFER OF ASSETS; SHARES

3.1 Assets and Liabilities. The parties hereby confirm that as of the date of this Plan of Merger and upon the effectiveness of the date of the Merger, all of the assets and liabilities of ISAFFA have been transferred, exchanged, merged into RAFISA, or cancelled.

3.2 Shares. At the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the shareholder, each issued and outstanding share of RAFISA shall continue unchanged and remain outstanding as a share of common stock of RAFISA.

3.3 Waiver of Appraisal Rights. Notwithstanding any portion of this Plan of Merger to the contrary, the sole shareholder hereby waive any and all notice, presentment or demand for appraisal rights, if any, under applicable law.

4. REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties of ISAFFA. ISAFFA represents and warrants to RAFISA that the following facts set forth below are true and correct:

(a) Binding Effect. The execution, delivery, performance and consummation of this Plan of Merger, the Merger and the transactions contemplated hereby will not violate any obligation to which ISAFFA is a party and will not create a default

hereunder; and this Plan of Merger constitutes a legal, valid and binding obligation of ISAFFA, enforceable in accordance with its terms, except as the enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditor's rights generally and by the availability of injunctive relief, specific performance or other equitable remedies.

(b) Litigation Relating to this Plan of Merger. There are no suits, actions or proceedings pending or to the best knowledge of ISAFFA threatened which seek to enjoin the Merger or the transactions contemplated by this Plan of Merger or which, if adversely decided, would have a materially adverse effect on the business, results of operations, assets, prospects, agreement or the results of the operations of ISAFFA.

(c) No Conflicting Agreements. Neither the execution and delivery of this Plan of Merger nor the fulfillment of or compliance by ISAFFA with the terms or provisions hereof or all other documents or agreements contemplated hereby, and the consummation of the transactions contemplated by this Plan of Merger, will result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in a violation of, ISAFFA's corporate charter or bylaws or any agreement, contract, instrument, order, judgment or decree to which ISAFFA is a party or by which ISAFFA or any of its assets is bound, or violate any provision of any applicable law, rule or regulation or any order, decree, writ or injunction of any court or government entity which materially affects its assets or business.

(d) Consents. No consent from or approval of any court, governmental entity or any other person is necessary in connection with execution and delivery of this Plan of Merger by ISAFFA and RAFFISA, or the performance of the obligations of ISAFFA and RAFFISA hereunder or under any other agreement to which ISAFFA or RAFFISA is a party; and the consummation of the transactions contemplated by this Plan of Merger will not require the approval of any entity or person.

(c) Liabilities of ISAFFA. ISAFFA has no liabilities or obligations of any kind, character or description.

(d) Taxes. All returns, reports, statements and other similar filings required to be filed by ISAFFA with respect to any federal, state, local or foreign taxes, assessments, interests, penalties, deficiencies, fees and other governmental charges or impositions have been timely filed with the appropriate governmental agencies in all jurisdictions in which such tax returns and other related filings are required to be filed; all such tax returns properly reflect all liabilities of ISAFFA for taxes for the periods, property or events covered thereby; and all taxes, whether or not reflected on those tax returns, and all taxes claimed to be due from ISAFFA by any taxing authority, have been properly paid. ISAFFA has not received any notice of assessment or proposed assessment in connection with any tax returns, nor is ISAFFA a party to or to the best of its knowledge, expected to become a party to any pending or threatened action or proceeding, assessment or collection

of taxes. ISAFFA has not extended or waived the application of any statute of limitations of any jurisdiction regarding the assessment or collection of any taxes. There are no tax liens (other than any lien which arises by operation of law for current taxes not yet due and payable) on any of its assets. There is no basis for any additional assessment of taxes, interest or penalties. ISAFFA has made all deposits required by law to be made with respect to employees' withholding and other employment taxes, including without limitation the portion of such deposits relating to taxes imposed upon ISAFFA. ISAFFA is not and has never been a party to any tax sharing agreements with any other person or entity.

(c) Indebtedness. There are no outstanding unpaid promissory notes, mortgages, indentures, deeds of trust, security agreements and other agreements and instruments relating to the borrowing of money by or any extension of credit to ISAFFA.

(f) Leases and Operating Agreements. There are no outstanding operating agreements, lease agreements or similar agreements by which ISAFFA is bound.

(g) Contract Defaults. There are no breaches of any contract, agreement, or other written understanding by which ISAFFA is bound.

(h) Compliance with Laws. ISAFFA is in compliance with all applicable laws, rules, regulations and orders promulgated by any federal, state or local government body or agency relating to its business and operations. ISAFFA owns all franchises, licenses, permits, easements, rights, applications, filings, registration and other authorizations which are necessary for it to conduct business, all of which are valid and in full force and effect and ISAFFA is in full compliance therewith.

(i) Litigation. To the best knowledge of ISAFFA, there is no suit, action or any arbitration, administrative, legal or other proceeding of any kind or character, or any governmental investigation pending or threatened against ISAFFA, affecting its assets or business (financial or otherwise) and ISAFFA is not in violation of or in default with respect to any judgment, order, decree or other finding of any court or government authority. There are no pending or threatened actions or proceedings before any court, arbitrator or administrative agency, which would, if adversely determined, individually or in the aggregate, materially and adversely affect its assets or business.

(j) Employees. ISAFFA has no and never had any employees. ISAFFA is not a party to or bound by any employment agreement or any collective bargaining agreement with respect to any employees. ISAFFA is not in violation of any law, regulation relating to employment of employees.

(k) Knowledge of Adverse Effects. Neither ISAFFA nor RAFISA has any knowledge of any existing or threatened occurrence, action or development which could

cause a material adverse effect on ISAFFA or its business, assets or condition (financial or otherwise).

(l) Books and Records. The books and records of ISAFFA are complete and accurate in all material respects, fairly present its business and operations, have been maintained in accordance with good business practices, and applicable legal requirements, and accurately reflect in all material respects its business, financial condition and liabilities.

(m) Full Disclosure. All representations or warranties of ISAFFA are true, correct and complete in all material respects to the best of its knowledge on the date hereof and shall be true, correct and complete in all material respects as of the Effective Date of the Merger as if they were made on such date. No statement made by ISAFFA herein or in the exhibits hereto or any document delivered by ISAFFA or on its behalf pursuant to this Plan of Merger contains an untrue statement of material fact or omits to state all material facts necessary to make the statements therein not misleading in any material respect in light of the circumstances in which they were made.

5. GENERAL

5.1 Survival of Representations and Warranties. The representations and warranties made by RAFISA and ISAFFA shall survive the termination or expiration of this Plan of Merger and the date of Effective Date of the Merger.

5.2 Specific Performance. Each party's obligations under this Plan of Merger is unique. If any party should default in its obligations under this Plan of Merger, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the non-defaulting party, in addition to any other available rights or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate.

5.3 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Plan of Merger or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provision of this Plan of Merger, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

5.4 Arbitration. In the event a dispute arises with respect to the interpretation or effect of this Plan of Merger or concerning the rights or obligations of the parties hereto, the parties agree to negotiate in good faith with reasonable diligence in an effort to resolve the dispute in a mutually acceptable manner. Failing to reach a resolution thereof, either party shall have the right to submit the dispute to be settled by arbitration under the Rules of Arbitration of the American Arbitration Association. The parties agree that all arbitration

shall be conducted in Miami, Florida, unless the parties mutually agree to the contrary. The cost of arbitration shall be borne by the party against whom the award is rendered or, if in the interest of fairness, as allocated in accordance with the judgment of the arbitrators. All awards in arbitration made in good faith and not infected with fraud or other misconduct shall be final and binding.

5.5 Binding Effect. This Plan of Merger shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Each party agrees that it will comply with all applicable laws, rules and regulations in the execution and performance of its obligations under this Plan of Merger.

5.6 Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

5.7 Entire Agreement. This document constitutes a complete and entire agreement among the parties with reference to the subject matters set forth herein. No statement or agreement, oral or written, made prior to or at the execution hereof and no prior course of dealing or practice by either party shall vary or modify the terms set forth herein without the prior consent of the other parties hereto.

5.8 Amendment. This Plan of Merger may be amended only by a written document signed by the parties.

5.9 Notices. Notices or other communications required to be made in connection with this Plan of Merger shall be delivered to the parties at the address set forth below or at such other address as may be changed from time to time by giving written notice to the other parties.

As to RAFISA: RAFISA CORPORATION
1110 Brickell Avenue, Suite 310
Miami, Florida 33131
c/o Julio Fontana Neto
via Email: julio.fontana@rumolog.com

As to ISAFFA: ISAFFA CORPORATION
1110 Brickell Avenue, Suite 310
Miami, Florida 33131
c/o Julio Fontana Neto
Via Email: julio.fontana@rumolog.com

With copies to: Nelson Slosbergas, Esquire
Nelson Slosbergas P.A.

1110 Brickell Avenue, Suite 310
Miami, Florida 33131

5.10 Enforceability. The invalidity or unenforceability of any provision of this Plan of Merger shall not affect the validity or enforceability of any other provision of this Plan of Merger.

5.11 Execution in Counterparts; Facsimile Signatures. This Plan of Merger may be executed in multiple counterparts, each of which shall constitute one and a single Plan of Merger. Any facsimile signature of any part hereto or to any other agreement or document executed in connection hereof should constitute a legal, valid and binding execution by such parties.

IN WITNESS WHEREOF, this Plan of Merger, having first been approved by resolutions of the boards of directors and the sole shareholder of both RAFISA and ISAFFA, is hereby executed for and on behalf of each corporation by their respective duly authorized director.

RAFISA CORPORATION,
a Florida corporation

By: 

Julio Fontana Neto, Director

ISAFFA CORPORATION,
a Florida corporation

By: 

Julio Fontana Neto, Director