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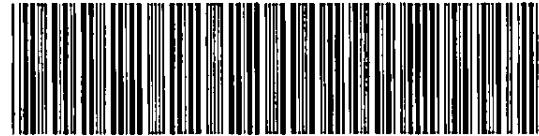
(Business Entity Name)

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STATE OF FLORIDA
TALLAHASSEE, FLORIDA

SEP 13 2017

FILED

SEP 13 2017

FILED

merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Global Blue Trading, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Julio A. de Armas, Esq.

Contact Person

Gimenez & Carrillo, LLC

Firm/Company

5775 Blue Lagoon Drive STE 300

Address

Miami FL 33126

City/State and Zip Code

jdearmas@dearnaslawpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Julio A. de Armas, Esq.

Name of Contact Person

At (305) 444-3000

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

FILED

2017 SEP -5 P 3:20
TALLAHASSEE, FLORIDA

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)
Global Blue Trading, Inc.		

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
JMS SOLUTIONS, LLC	Miami-Dade	

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 August 25, 2017.

The Plan of Merger was adopted by the board of directors of the surviving corporation on August 25, 2017 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 August 25, 2017.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on August 25, 2017 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

[illegible]

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Global Blue Trading, Inc.	Miami-Dade

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
JMS Solutions, LLC	Miami-Dade

Third: The terms and conditions of the merger are as follows:

Plan of merger is attached as Exhibit "A"

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:
See Merger Plan attached

**AGREEMENT AND PLAN OF MERGER OF GLOBAL BLUE TRADING, INC. A
FLORIDA CORPORATION, AND JMS SOLUTIONS A FLORIDA LIMITED
LIABILITY CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of August 25, 2017 (the 'Agreement') is between Global Blue Trading Corporation, a Florida Corporation (GBT), and JMS Solutions, LLC, a Florida Limited Liability Corporation (JMS). GBT and JMS are sometimes referred to herein as the 'Constituent Corporations.'

RECITALS

A. GBT is a corporation duly organized and existing under the laws of the State of Florida and has 100 shares, 'Common Stock'. As of August 25, 2017, 100 shares of Common Stock were issued and outstanding, all of which are held by Jose L. Garcia, and no shares of Preferred Stock were issued and outstanding.

B. JMS is a Limited Liability corporation duly organized and existing under the laws of the State of Florida and is owned 100% by Jose L. Garcia, the holder of all of the shares in GBT.

C. The Board of Directors of JMS has determined that, for the purpose of effecting the reincorporation of JMS in the State of Florida, it is advisable and in the best interests of JMS and its shareholders that JMS merge with and into GBT upon the terms and conditions herein provided.

D. The respective Boards of Directors of GBT and JMS have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, GBT and JMS hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, and the Florida Business Corporation Act, JMS shall be merged with and into GBT (the 'Merger'), the separate existence of JMS shall cease and GBT shall survive the Merger and shall continue to be governed by the laws of the State of Florida, and GBT shall be, and is herein sometimes referred to as, the 'Surviving Corporation,' and the name of the Surviving Corporation shall be Concentric Network Corporation.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed: (a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Florida Business Corporation Act; (b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof. 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 JMS in Florida shall cease and GBT, 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 JMS's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of JMS, including but not limited to equipment, real property, contracts, accounts receivable, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of JMS in the same manner as if GBT had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. Upon the effectiveness of the Merger, the Certificate of Incorporation of GBT 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 GBT 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 GBT 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 the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF SECURITIES

3.1 JMS Common Stock. Upon the Effective Date of the Merger, all Member interest in JMS, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such interest or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, respectively, of the Surviving Corporation.

3.2 JMS Options, Warrants and Convertible Securities. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the obligations of JMS under option plans of JMS and all other employee benefit plans of JMS, including outstanding stock options of JMS. Each outstanding and unexercised option, warrant or other right to purchase or security convertible interest into JMS shall become an option, warrant, right to purchase or a security convertible into the Surviving Corporation's Common Stock, respectively, on the basis of one

share of the Surviving Corporation's Common Stock for percentage of interest in JMS, respectively, 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 fifteen times the exercise price applicable to such JMS 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, as the case may be, shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights or convertible securities equal to the number of shares of interest in JMS so reserved immediately prior to the Effective Date of the Merger.

3.3 Fractional Shares. No fractional shares shall be issued by the Surviving Corporation upon the conversion of any share of Common Stock, Preferred Stock or any stock option, warrant, stock purchase right or convertible security of JMS into Common Stock, Preferred Stock or any stock option, warrant, stock purchase right or convertible security, respectively, of the Surviving Corporation. If the conversion would result in the issuance of a fractional share of Common Stock, Preferred Stock or any stock option, warrant, stock purchase right or convertible security, the Surviving Corporation shall, in lieu of issuing the fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors of the Corporation).

3.4 JMS Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of JMS issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by JMS, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing interest in JMS may, at such shareholder's option, surrender the same for cancellation to the transfer agent and registrar for the Common Stock of the Surviving Corporation, as exchange agent (the 'Exchange Agent'), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing interest in JMS shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such interest in JMS were converted in the Merger. The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of stock of the Surviving Corporation represented by such outstanding certificate as provided above. Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of JMS so converted and given in exchange therefor, unless otherwise

determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws. If any certificate for shares of GBT stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to GBT or the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of GBT that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of GBT. GBT covenants and agrees that it will, on or before the Effective Date of the Merger: (a) Appoint an agent for service of process; (b) File any and all documents with the appropriate Florida tax authorities necessary for the assumption by GBT of all of the franchise tax liabilities of JMS; and (c) Take such other actions as may be required by the Florida Business Corporation Act.

4.2 Further Assurances. From time to time, as and when required by GBT or by its successors or assigns, there shall be executed and delivered on behalf of JMS such deeds and other instruments, and there shall be taken or caused to be taken by GBT and JMS such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by GBT the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of JMS and otherwise to carry out the purposes of this Agreement, and the officers and directors of GBT are fully authorized in the name and on behalf of JMS or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the filing of this Agreement with the Department of Corporations for the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either JMS or GBT, or both, notwithstanding the approval of this Agreement by the shareholders of JMS or by the sole stockholder of GBT, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms

and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Florida is located at 5775 Blue Lagoon Drive Suite 300, Miami Florida 33126 and Gimenez & Carrillo, L.L.C. is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 540 West 20th Street, Hialeah Florida 33010, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of GBT and JMS, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

GLOBAL BLUE TRADING, INC., a Florida corporation

By: _____

Jose L. Garcia President and Sole Shareholder

ATTEST: _____

Julio A. de Armas, Esq., Outside Counsel

JMS SOLUTIONS, LLC a Florida limited liability corporation

By: _____

Jose L. Garcia, Managing and Sole Member

ATTEST: _____

Julio A. de Armas, Esq., Outside Counsel

SIGNATURE PAGE FOR OFFICERS' CERTIFICATE

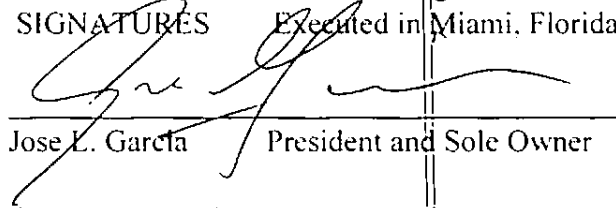
JMS SOLUTIONS, LLC.

(a Florida Corporation)

OFFICERS' CERTIFICATE JOSE GARCIA certifies that:

1. They are currently merely Managing Member, of GLOBAL BLUE TRADING, INC... a Limited Liability corporation organized under the laws of the State of Florida.
2. The Limited Liability Corporation is wholly owned by the managing Member Jose L. Garcia.
3. The principal terms of the Merger Agreement were approved by all of the Members and by the vote of a all the interest in the Limited Liability Corporation that equaled or exceeded the vote required.
5. The percentage vote required was greater than 50% of the votes entitled to be cast by holders of all Members, as August 25, 2017, voting together..
6. The undersigned further declare under penalty of perjury under the laws of the State of Florida that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

SIGNATURES Executed in Miami, Florida, August, 25, 2017.


Jose L. Garcia

President and Sole Owner

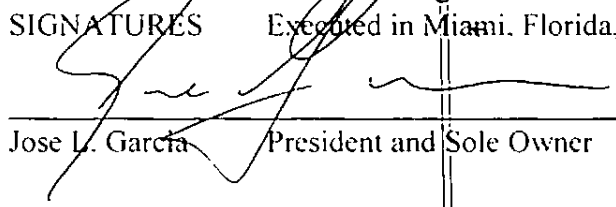
GLOBAL BLUE TRADING, INC.

(Surviving Corporation)

OFFICERS' CERTIFICATE JOSE GARCIA certifies that:

1. They are currently merely President, as such other positions may be filled at a later time when the board deems it necessary, respectively, of GLOBAL BLUE TRADING, INC... a corporation organized under the laws of the State of Florida.
2. The corporation has authorized one class of stock, designated 'Common Stock'.
3. There are 100 shares of Common Stock issued and outstanding as of August 25, 2017, the Filing Date for the Agreement and Plan of Merger attached hereto (the 'Merger Agreement'). All shares of Stock, are entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock that equaled or exceeded the vote required.
5. The percentage vote required was greater than 50% of the votes entitled to be cast by holders of all shares of Common Stock, as August 25, 2017, voting together as a single class.
6. The undersigned further declare under penalty of perjury under the laws of the State of Florida that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

SIGNATURES Executed in Miami, Florida, August, 25, 2017.


Jose L. Garcia

President and Sole Owner

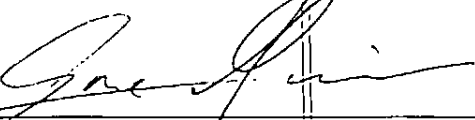
**GLOBAL BLUE TRADING, INC. CORPORATE RESOLUTION
APPROVING MERGER WITH JMS SOLUTIONS, LLC**

WHEREAS, the Corporation, Global Blue Trading, Inc. (GBT) desires to merge its Operations with JMS Solutions, LLC (JMS) as more full described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to merge all of its Operations with JMS: The foregoing authority granted to Jose L. Garcia shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation into the merged corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified President and the custodian of the books and records and seal of GBT, a limited liability corporation duly formed pursuant to the laws of the state of Florida.

SIGNATURES Executed in Miami, Florida, August, 25, 2017.



Jose L. Garcia President and Owner

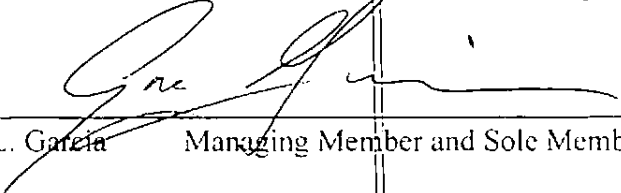
**JMS SOLUTIONS, LLC CORPORATE RESOLUTION
APPROVING MERGER WITH GLOBAL BLUE TRADING, INC.**

WHEREAS, the Limited Liability Corporation, JMS Solutions, LLC (JMS) desires to merge all of its Florida Operations with Global Blue Trading, Inc. (GBT) as more full described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to merge all of its Florida Operations into GBT. The foregoing authority granted to Jose L. Garcia shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation into the merged corporation.

The undersigned hereby certifies that he/she is the duly elected and qualified Managing Member and the custodian of the books and records and seal of JM, a limited liability corporation duly formed pursuant to the laws of the state of Florida.

SIGNATURES Executed in Miami, Florida, August, 25, 2017.



Jose L. Garcia Managing Member and Sole Member

**Electronic Articles of Incorporation
For**

P17000050207
FILED
June 07, 2017
Sec. Of State
ndmccleessam

GLOBAL BLUE TRADING INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
GLOBAL BLUE TRADING INC.

Article II

The principal place of business address:
540 W 20TH STREET
HIALEAH, FL. 33010

The mailing address of the corporation is:
540 W 20TH STREET
HIALEAH, FL. 33010

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:
100

Article V

The name and Florida street address of the registered agent is:
JOSE M GARCIA
3230 NW 87 STREET
MIAMI, FL. 33147

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JOSE L. GARCIA

P17000050207
FILED
June 07, 2017
Sec. Of State
ndmccleessam

Article VI

The name and address of the incorporator is:

JULIO A. DE ARMAS
5775 BLUE LAGOON DR.
SUITE 300
MIAMI, FLORIDA, 33126

Electronic Signature of Incorporator: JULIO A. DE ARMAS

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in §817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JOSE L GARCIA
540 W 20TH STREET
HIALEAH, FL. 33010

Article VIII

The effective date for this corporation shall be:

06/06/2017