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MERGER OR SHARE EXCHANGE
National Marketing Network Florida, Inc.

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Estimated Charge	\$78.75

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**ARTICLES OF MERGER
OF
NATIONAL MARKETING NETWORK, INC.,
a New Jersey corporation,
WITH AND INTO
NATIONAL MARKETING NETWORK FLORIDA, INC.,
a Florida corporation**

National Marketing Network, Inc., a New Jersey corporation, and National Marketing Network Florida, Inc., a Florida corporation, pursuant to the provisions of Section 607.1101, Florida Statutes, and Title 14A, Section 10, New Jersey Legislative Statutes, hereby certify in connection with the merger of the New Jersey corporation into the Florida corporation that:

1. The name and jurisdiction of the merging corporation is NATIONAL MARKETING NETWORK, INC., a New Jersey corporation (New Jersey Entity ID Number 0100783307).

2. The name and jurisdiction of the surviving corporation is NATIONAL MARKETING NETWORK FLORIDA, INC., a Florida corporation (Florida Document No. P20000021529).

3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".

4. The Agreement and Plan of Merger was approved by all of the shareholders of National Marketing Network, Inc. on 3/12/2020 in accordance with all applicable laws of the state of New Jersey under which it was organized.

5. The Agreement and Plan of Merger was approved by all of the shareholders of National Marketing Network Florida, Inc. on 3/12/2020 in accordance with the applicable provisions of Chapter 607, Florida Statutes.

6. The merger shall become effective upon filing in the Office of the Florida Secretary of State.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Articles of Merger this 12 day of March, 2020.

NATIONAL MARKETING NETWORK, INC., a New
Jersey corporation

By: [Signature]
Kulin Desai, President

NATIONAL MARKETING NETWORK FLORIDA, INC., a
Florida corporation

By: [Signature]
Kulin Desai, President

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Exhibit "A"

AGREEMENT AND PLAN OF MERGER

This Agreement dated this 12 day of March, 2020, by and between **NATIONAL MARKETING NETWORK, INC.**, a New Jersey corporation ("NMN") and **NATIONAL MARKETING NETWORK FLORIDA, INC.**, a Florida corporation ("NMN - FL").

RECITALS:

A. The shareholders of NMN and the shareholders of NMN - FL deem it advisable and in the best interests of both entities that NMN be merged with and into NMN - FL with NMN - FL being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The shareholders of NMN and the shareholders of NMN - FL have unanimously approved the merger of NMN into NMN - FL in accordance with the provisions of Section 607.1101, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
MERGER**

1.1 NMN shall be merged with and into NMN - FL in accordance with the laws of the State of Florida. The separate corporate existence of NMN shall thereby cease, and NMN - FL shall be the surviving company.

1.2 The surviving company shall be National Marketing Network Florida, Inc., a Florida corporation, having a business address of 2195 Hwy A1A, Unit 803, Indian Harbour Beach, FL 32937.

1.3 The effective date ("Effective Date") of the merger shall be the date of filing of the Articles of Merger with the Florida Department of State at which time the separate existence of NMN shall cease.

1.4 NMN - FL, the surviving corporation, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the organizational documents of the merged entities. All of the rights, privileges, powers and franchises of NMN, of a public as well as of a private nature, and all property, real, personal and mixed of NMN, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in NMN - FL without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of NMN shall thereafter be as effectually the property of NMN - FL as was the case for NMN.

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1.5 From and after the Effective Date, NMN - FL shall be subject to the duties and liabilities of a corporation organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or NMN - FL may be proceeded against or substituted in place of NMN. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of NMN - FL shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the date the Articles of Merger are filed with the Florida Department of State.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging corporation, or the corporation into NMN - FL, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to NMN - FL title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

ARTICLE III ARTICLES OF INCORPORATION; BYLAWS

The Articles of Incorporation and the Bylaws of NMN - FL, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation and the Bylaws of NMN - FL until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to either the Articles of Incorporation or to the Bylaws shall be effected by the merger.

ARTICLE IV MANNER OF CONVERTING INTERESTS

Upon the Effective Date, each one (1) share of common stock of NMN shall be converted into one (1) common share of stock of NMN - FL.

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**ARTICLE V
MISCELLANEOUS**

5.1 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

5.2 In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

5.3 This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

5.4 This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by all shareholders of NMN and by all shareholders of NMN - FL.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first stated above.

NATIONAL MARKETING NETWORK, INC., a New Jersey corporation

By: 
Kulin Desai, President

NATIONAL MARKETING NETWORK FLORIDA, INC., a Florida corporation

By: 
Kulin Desai, President

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