

V22987

Florida Department of State
Division of Corporations
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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

NATURE TRADE CENTER, LLC

Certificate of Status	0
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Page Count	07
Estimated Charge	\$60.00

J. BRYAN

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Help MAY 15 2009

EXAMINED

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section 607.1109, Florida Statutes.

FIRST: The exact name, street address of the principal office, jurisdiction, and entity type for each **merging** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
NATURE TRADE CENTER, INC. 1915 Trade Center Way Naples, Florida 34109	Florida	Corporation
Florida Document/Registration Number: V22987		FEI Number: 65-0320187

SECOND: The exact name, street address of the principal office, jurisdiction, and entity type for each **surviving** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
NATURE TRADE CENTER LLC 1915 Trade Center Way Naples, Florida 34109	Delaware	Limited Liability Company
Delaware File Number: 4685783		FEI Number: 80-0406228

THIRD: The attached agreement and plan of merger meets the requirements of section 607.1101, Florida Statutes, and was approved by both the domestic corporation and the foreign limited liability company that are parties to the merger in accordance with Chapter 607, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of incorporation or bylaws of any domestic corporation or certificate of formation or operating agreement of any foreign limited liability company that is a party to the merger.

FIFTH: The merger shall become effective as of:

The date the articles of merger are filed with Florida Department of State.

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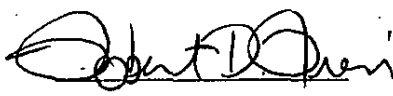
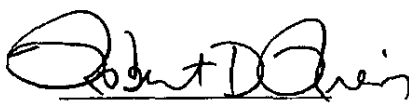
SIXTH: The articles of merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

SEVENTH: The principal address of the surviving entity is 1915 Trade Center Way, Naples, Florida 34109.

EIGHTH: The surviving entity is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the merger.

NINTH: The surviving entity has agreed to promptly pay to the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under section 607.1302, Florida Statutes.

TENTH: Signatures for Each Party:

Name of Entity	Signature(s)	Typed Name of Individual
NATURE TRADE CENTER, INC., a Florida corporation		Robert D. Riess President
NATURE TRADE CENTER LLC, a Delaware limited liability company		Robert D. Riess Manager

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 11th day of May, 2009, by and between NATURE TRADE CENTER, INC., a Florida corporation (the "Corporation") and NATURE TRADE CENTER LLC, a Delaware limited liability company (the "LLC"). The Corporation and the LLC are sometimes referred to herein as the "Constituent Companies."

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WITNESSETH:

WHEREAS, the sole director and the sole shareholder of the Corporation and the manager and member of the LLC have determined that it is advisable that the Corporation be merged with and into the LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida and the State of Delaware which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I.
THE MERGER**

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the Corporation shall merge with and into the LLC (the "Merger") and the LLC shall continue as the surviving company (the "Surviving Company"), subject to the laws of the State of Delaware. The Merger shall be pursuant to and shall have the effect provided for in the Delaware Limited Liability Company Act of the State of Delaware (the "DE Act") and the Florida Limited Liability Company Act (the "FL Act," the DE Act and the FL Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The LLC shall become the Surviving Company, and the separate existence of the Corporation shall cease, except to the extent provided by the Acts in the case of a corporation after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent Companies shall thereupon be deemed to be transferred to and vested in the Surviving

Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The name and address of the Manager of the Surviving Company is **ROBERT D. RIESS**, 1915 Trade Center Way, Naples, Florida 34109.

ARTICLE II.
**ARTICLES OF INCORPORATION, CERTIFICATE OF FORMATION, BYLAWS
AND OPERATING AGREEMENTS**

Section 2.1. Articles of Incorporation and Certificate of Formation. The Certificate of Formation of the LLC, as in effect immediately prior to the Effective Date, shall be the Certificate of Formation of the Surviving Company from and after the Effective Date. Such Certificate of Formation shall continue in effect until amended, restated or repealed in accordance with applicable law and the Certificate of Formation of the Surviving Company. The Articles of Incorporation of the Corporation shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Bylaws and Operating Agreements. The Operating Agreement of the LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Certificate of Formation and the Operating Agreement of the Surviving Company. The Bylaws of the Corporation shall terminate and be of no force or effect as of the Effective Date.

ARTICLE III.
MANNER AND BASIS OF CONVERTING SHARES

As of the Effective Date, pursuant to this Agreement and without any action on the part of any shareholder of the Corporation or any member of the LLC, all of the issued and outstanding shares of the Corporation shall be converted into units in the same percentage of ownership interests held in the LLC.

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**ARTICLE IV.
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

- (i) The Articles of Merger shall be executed and filed with the Florida Department of State and the Certificate of Merger shall be executed and filed with the Delaware Secretary of State in accordance with the Acts; and
- (ii) the Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of the Articles of Merger with the Florida Department of State and the filing of the Certificate of Merger with the Delaware Secretary of State (the "Effective Date").

**ARTICLE V.
TERMINATION AND AMENDMENT**

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the director of the Corporation or by the manager of the LLC, notwithstanding approval of this Agreement by the director or shareholders of the Corporation or the manager or members of the LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or its shareholders or members.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the director of the Corporation or the manager of the LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the director of the Corporation or the manager of the LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the Certificate of Formation of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the shareholders of the Corporation or the members of the LLC.

**ARTICLE VI.
MISCELLANEOUS**

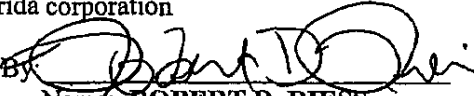
Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation,

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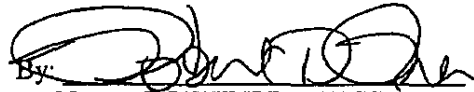
action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

NATURE TRADE CENTER, INC., a
Florida corporation

By: 
Name: **ROBERT D. RIESS**
Title: President

NATURE TRADE CENTER LLC, a
Delaware limited liability company

By: 
Name: **ROBERT D. RIESS**
Title: Manager

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