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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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JUN 14 2016

C. CARROTHERS



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

May 20, 2016

LEE BENTON SAYLER PA  
LEE B SAYLER  
1662 A NORTH US HIGHWAY ONE  
JUPITER, FL 33469

SUBJECT: MANATEE POCKET, LLC  
Ref. Number: L09000098712

We have received your document for MANATEE POCKET, LLC and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

The effective date cannot be prior to or more than 90 days after the date of filing in this office.

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.

Cathy A Carrothers  
Regulatory Specialist

Letter Number: 216A00010706

**LEE BENTON SAYLER, P.A.**  
ATTORNEY AT LAW  
1662-A North U. S. Highway One  
Jupiter, Florida 33469  
Email: lbsayler@bellsouth.net  
Phone: 561/746-7304  
Fax: 561/746-6173

May 12, 2016

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

**Re: Surviving Company: Manatee Pocket, LLC**  
**Document No. L09000098712**

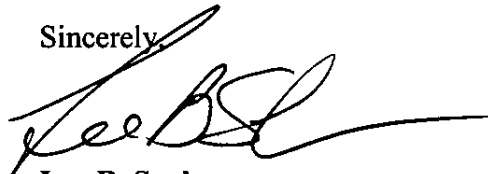
Ladies and Gentlemen:

Please file the enclosed Articles of Merger with attached Plan and Agreement of Merger between EC Manatee, LLC and Manatee Pocket, LLC.

I enclose a check for \$80.00 for the filing fee and a certified copy.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Lee B. Sayler

LBS/Ins

Enclosures

ARTICLES OF MERGER  
OF

FILED

EC MANATEE, LLC

(a Florida limited liability company - Doc #L09000098348) 2016 JUN 18 AM 6:22

WITH AND INTO

MANATEE POCKET, LLC

(a Florida limited liability company - Doc #L09000098712) SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

---

Pursuant to Florida Statutes  
Chapter 605

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Pursuant to the applicable sections of Chapters 605 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I**  
**State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

| Name                | State of Organization | Document Filing No. |
|---------------------|-----------------------|---------------------|
| EC MANATEE, LLC     | Florida               | L09000098348        |
| MANATEE POCKET, LLC | Florida               | L09000098712        |

MANATEE POCKET, LLC, a Florida limited liability company, shall be the surviving entity.

**ARTICLE II**  
**Plan of Merger**

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

**ARTICLE III**  
**Approval of Merger**

The Agreement and Plan of Merger was approved by the members of EC MANATEE, LLC, in accordance with Chapter 605, Florida Statutes, on 12/15, 2015.

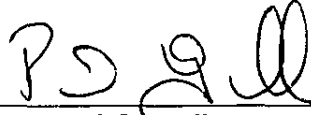
The Agreement and Plan of Merger was approved by the members of MANATEE POCKET, LLC, in accordance with Chapter 605, Florida Statutes, on 12/15, 2015.

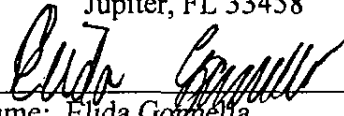
**ARTICLE IV**  
**Effective Time**

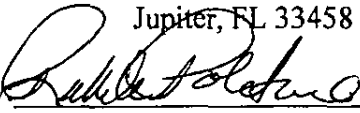
These Articles of Merger shall become effective on July 1, 2016, 2015, at 11:59pm Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned authorized representatives have caused these Articles of Merger to be executed this 15 day of Dec, 2015.

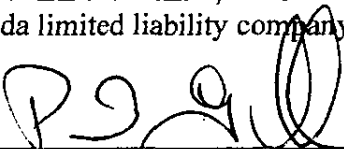
**EC MANATEE, LLC**  
a Florida limited liability company

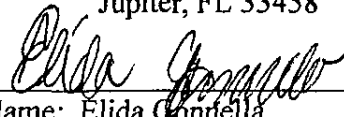
By:   
Name: Paul Gonnella  
Title: Managing Member  
Address: 101 Waterbridge Lane  
Jupiter, FL 33458

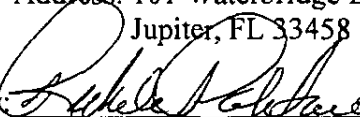
By:   
Name: Elida Gonnella  
Title: Managing Member  
Address: 101 Waterbridge Lane  
Jupiter, FL 33458

By:   
Name: Richele Politano  
Title: Managing Member  
Address: 190 Quarry Knoll Way  
Jupiter, FL 33458

**MANATEE POCKET, LLC**  
a Florida limited liability company

By:   
Name: Paul Gonnella  
Title: Managing Member  
Address: 101 Waterbridge Lane  
Jupiter, FL 33458

By:   
Name: Elida Gonnella  
Title: Managing Member  
Address: 101 Waterbridge Lane  
Jupiter, FL 33458

By:   
Name: Richele Politano  
Title: Managing Member  
Address: 190 Quarry Knoll Way  
Jupiter, FL 33458

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

**PLAN AND AGREEMENT OF MERGER**

**THIS AGREEMENT OF MERGER** dated December 15, 2015 by and between EC MANATEE, LLC, ("EC MANATEE, LLC") and MANATEE POCKET, LLC, (MANATEE POCKET, LLC"),

**WITNESSETH:**

**WHEREAS**, EC MANATEE, LLC, is a limited liability company duly organized and existing under the laws of the State of Florida;

**WHEREAS**, MANATEE POCKET, LLC, is a limited liability company duly organized and existing under the laws of the State of Florida; and

**WHEREAS**, EC MANATEE, LLC and MANATEE POCKET, LLC have agreed that EC MANATEE, LLC shall merge into MANATEE POCKET, LLC, upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida,

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this agreement and in order to consummate the transaction described above, EC MANATEE, LLC and MANATEE POCKET, LLC, the parties to this agreement, agree as follows:

1. EC MANATEE, LLC and MANATEE POCKET, LLC agree that EC MANATEE, LLC shall be merged into MANATEE POCKET, LLC, as a single Florida limited liability company, upon the terms and conditions of this agreement and that MANATEE POCKET, LLC shall continue under the laws of the State of Florida as the surviving entity (the "surviving limited liability company"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital membership units of the surviving limited liability company shall be as appears in the articles of organization of MANATEE POCKET, LLC as on file with the office of the Secretary of State of the State of Florida on the date of this agreement. The terms and provisions of the articles of organization are incorporated in this agreement. From and after the effective date and until further amended, altered or restated as provided by law, the articles of organization separate and apart from this agreement shall be and may be separately certified as the

articles of organization of the surviving limited liability company.

b. The articles of organization of EC MANATEE, LLC, on the effective date, shall be amended by striking out all of the present Article I and substituting the new Article I, which shall read as follows: "The name of this limited liability company shall be MANATEE POCKET, LLC."

c. The operating agreement of MANATEE POCKET, LLC in effect on the effective date shall be the operating agreement of the surviving limited liability company until they shall be altered, amended or repealed or until amendments thereto are adopted.

d. The persons who upon the effective date of the merger shall constitute the managers of the surviving limited liability company shall be the persons constituting the managers MANATEE POCKET, LLC on the effective date. If on the effective date of the merger any vacancy exists in the managers of the surviving limited liability company, that vacancy may be filled in the manner provided in the operating agreement of MANATEE POCKET, LLC.

2. This agreement shall be submitted to the members of EC MANATEE, LLC and to the members of MANATEE POCKET, LLC (the "constituents") for their consent and approval in accordance with the Florida Limited Liability Company Act. If adopted and approved in accordance with the laws of Florida, as promptly as practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of EC MANATEE, LLC into MANATEE POCKET, LLC shall become effective on January 1, 2016 at 11:59 p.m. The date on which the merger of EC MANATEE, LLC into MANATEE POCKET, LLC becomes effective is called in this instrument the "effective date" of the merger.

3. When this agreement shall have been approved and signed, the separate existence of EC MANATEE, LLC shall cease and EC MANATEE, LLC shall be merged into the surviving limited liability company in accordance with this agreement, and the surviving limited liability company shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all restrictions, disabilities and duties of each of the constituents so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituents; and all property, real, personal and mixed, and all debts due to either of the constituents on whatever account as well for membership units subscriptions as all other things in action or belonging to each of the constituents



shall be vested in the surviving limited liability company; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving limited liability company as they were of the respective constituents; and the title to any real estate, whether vested by deed or otherwise in either of the constituents under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituents shall be preserved unimpaired; and all debts, liabilities and duties of the constituents shall then attach to the surviving limited liability company and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the EC MANATEE, LLC shall be as follows:

a. Each membership unit in EC MANATEE, LLC ("EC MANATEE, LLC membership unit") shall be converted into and exchanged for one membership unit in MANATEE POCKET, LLC.

b. Each membership unit in MANATEE POCKET, LLC ("MANATEE POCKET, LLC membership unit") shall continue as one membership unit in the surviving limited liability company.

5. As soon as practicable after the effective date, MANATEE POCKET, LLC shall issue and deliver, in accordance with this Paragraph 5, to the members of EC MANATEE, LLC, whose names are set forth in Schedule I of this agreement, certificates for the number of MANATEE POCKET, LLC membership units to which they shall have become entitled under this agreement. After the effective date of the merger, each of those EC MANATEE, LLC members may surrender his certificate or certificates previously representing EC MANATEE, LLC membership units to MANATEE POCKET, LLC, and thereafter shall be entitled to receive in exchange a certificate or certificates shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented EC MANATEE, LLC membership units, shall be deemed for all company purposes, to evidence ownership of the MANATEE POCKET, LLC membership units into which they shall have been converted.

6. All MANATEE POCKET, LLC membership units for and into which EC MANATEE, LLC membership units shall have been converted and exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged membership units, except for rights of appraisal, if any, that the holders may have as dissenting members. Unless the merger is abandoned, the holders of certificates formerly representing EC

MANATEE, LLC membership units outstanding immediately before the effective date shall cease on the effective date to be members and shall have no rights with respect to the membership units except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the MANATEE POCKET, LLC membership units for and into which their EC MANATEE, LLC membership units have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting members.

7. EC MANATEE, LLC and MANATEE POCKET, LLC shall each take all appropriate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Upon the effective date, the transfer books of EC MANATEE, LLC shall be closed and no transfer of EC MANATEE, LLC membership units shall be made or consummated thereafter.

9. Prior to and from and after the effective date the constituents shall take all action necessary or appropriate in order to effect the merger. In case at any time after the effective date the surviving limited liability company shall determine; that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving limited liability company full title to all properties, assets, rights, privileges and franchises of EC MANATEE, LLC, the managers and members of EC MANATEE, LLC shall execute and deliver all instruments and take all action the surviving limited liability company may determine to be necessary or desirable in order to vest in and confirm to the surviving limited liability company title to and possession of those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

10. EC MANATEE, LLC represents and warrants to and agrees with MANATEE POCKET, LLC as follows:

a. EC MANATEE, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has full company power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. EC MANATEE, LLC is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of organization, as amended to date, and the operating agreement, as amended to date, of EC MANATEE, LLC previously delivered to MANATEE POCKET, LLC are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which EC MANATEE, LLC is subject prohibits, limits or otherwise affects the right, power and authority of EC

MANATEE, LLC to enter into this agreement or to cause the consummation of the merger.

b. EC MANATEE, LLC presently has no subsidiaries.

c. The execution, delivery and performance of this agreement has been duly and effectively authorized by the managers of EC MANATEE, LLC and will be submitted to the members of EC MANATEE, LLC for approval under the Florida Limited Liability Company Act.

d. EC MANATEE, LLC has delivered to MANATEE POCKET, LLC, identified in writing as Schedule III of this agreement, an unaudited balance sheet of EC MANATEE, LLC as of 1/1/2016, ~~2015~~, and the unaudited statement of operations of EC MANATEE, LLC for the fiscal year ended 12/31, 2015, with related notes and schedules. These financial statements, including the related notes and schedules, fairly present, on an income basis, the financial position of EC MANATEE, LLC as of the date of the balance sheet and the results of the operations of EC MANATEE, LLC for the period covered by the statement of operations. EC MANATEE, LLC has no liabilities or obligations whatsoever, liquidated or unliquidated, actual or contingent, that are not disclosed in the balance sheet (including related notes and schedules) or in this agreement, other than liabilities or obligations incurred or arising since 1/1/2016, ~~2015~~, in the ordinary course of business of EC MANATEE, LLC, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of EC MANATEE, LLC, and the balance sheet and statement of operations disclose all liabilities, contingent or otherwise, that might be or become a charge against the assets or properties of EC MANATEE, LLC.

e. EC MANATEE, LLC is not, and by the execution and performance of this agreement by EC MANATEE, LLC, will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which EC MANATEE, LLC is a party or to which EC MANATEE, LLC may be subject or under any provision of its articles of organization or operating agreement, or violate any order, injunction, decree, statute, rule or regulation applicable to EC MANATEE, LLC or any of its properties or assets.

f. EC MANATEE, LLC owns good and merchantable title free and clear of any liens, claims, encumbrances, options, charges or assessments to all of its properties and other assets used in connection with its business, including, but not limited to, those reflected in the balance sheet as of January 1, 2016, referred to in subparagraph (e) of this Paragraph 10 or reflected in the lists or descriptions referred to in subparagraph (k) of this Paragraph 10, except: (1) personal property disposed of since January 1, 2016, in the ordinary course of business; (2) liens set forth on the balance sheet or in

its notes or in this agreement; (3) liens in connection with leaseholds or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title to any real property and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by EC MANATEE, LLC or otherwise impair the business operation of EC MANATEE, LLC. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. EC MANATEE, LLC carries such insurance, including product liability insurance, with reputable insurers in respect of its properties and businesses as is customary for similar businesses conducted by EC MANATEE, LLC. EC MANATEE, LLC has received no notice of and is not in violation of any applicable zoning regulation, health or safety regulation, ordinance or other federal, state or local law, order, regulation or requirement relating to its operations, products or its owned or leased properties.

g. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against EC MANATEE, LLC, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. EC MANATEE, LLC is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentality.

h. EC MANATEE, LLC is not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor is EC MANATEE, LLC in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

i. Except as otherwise contemplated by this agreement, since January 1, 2016, EC MANATEE, LLC has not: (1) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional EC MANATEE, LLC membership units; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in its financial position assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to its capital membership units or purchased or agreed to purchase any shares of its capital membership units; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business or in respect of indebtedness reflected in the balance sheet referred to in subparagraph (d) of this Paragraph 10; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise,

or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; or (6) sold, exchanged or otherwise disposed of any of its capital assets, except in the ordinary course of business.

j. EC MANATEE, LLC has delivered to MANATEE POCKET, LLC lists and descriptions, identified in writing as Schedule IV of this agreement, which it certifies to be correct in all material respects, of the following:

(1) All real property owned, leased or otherwise used or occupied by EC MANATEE, LLC.

(2) All United States and foreign patent, trademark and trade name registrations, unexpired as of this date, all United States and foreign applications pending on this date for any patent, trademark, trade name or copyright registrations and all trademarks and trade names in use on this date by EC MANATEE, LLC, all of the foregoing being owned in whole or in part on this date by EC MANATEE, LLC, and all licenses granted by or to EC MANATEE, LLC, and all other material agreements to which EC MANATEE, LLC is a party, which are in force as of this date and relate in whole or in part to any items of the categories mentioned in this subparagraph, or relate to inventions, discoveries, improvements, processes, formulas, proprietary rights, trade secrets, ideas or other know-how, whether owned by EC MANATEE, LLC or otherwise;

(3) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the purchase or sale of products or services) imposing any obligation on EC MANATEE, LLC or to which any of its properties is subject;

(4) All policies of insurance in force with respect to EC MANATEE, LLC including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(5) The names of any pensioned employees of EC MANATEE, LLC whose pensions are unfunded and are not paid pursuant to any formalized pensions arrangements, with their ages and their current annual unfunded rates;

(6) The name of each bank in which EC MANATEE, LLC has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

k. All negotiations relative to this agreement and the transactions contemplated by it have been carried on by EC MANATEE, LLC directly with MANATEE POCKET, LLC without the

intervention of any person in a manner that gives rise to any valid claim against any of the parties to this agreement for a brokerage or similar commission.

l. EC MANATEE, LLC has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves, which are reflected in the financial statements referred to in subparagraph (d) of this Paragraph 10 for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the effective date. EC MANATEE, LLC is not delinquent in the payment of any taxes or duties, and EC MANATEE, LLC has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against EC MANATEE, LLC.

n. The items reflected in or covered by the designation "Inventories" on the balance sheet referred to in Paragraph 10(d), or thereafter acquired by EC MANATEE, LLC, consist of items of a quality, condition and quantity usable or salable in the normal course of business of EC MANATEE, LLC; and the values of all items of obsolete merchandise and of merchandise of below standard quality have been written down to realizable market value or adequate reserves provided for them.

o. The "Accounts Receivable Trade" and "Accounts Receivable-Non Trade" shown on the balance sheet referred to in Paragraph 10(d), or thereafter acquired, are valid, genuine and subsisting, arose out of bona fide sales and delivery of goods or the performance of services and are subject to no defenses, set-offs or counterclaims.

11. MANATEE POCKET, LLC represents and warrants to and agrees with EC MANATEE, LLC as follows:

a. MANATEE POCKET, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida, and has full company power to carry on its business as it is now being conducted.

b. MANATEE POCKET, LLC is not, and by the execution and performance of this agreement will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of organization or operating agreement, except for possible defaults

that individually or in the aggregate would not have any material adverse effect on the business of MANATEE POCKET, LLC.

c. The execution, delivery and performance of this agreement by MANATEE POCKET, LLC has been duly and authorized by the managers of MANATEE POCKET, LLC.

d. The MANATEE POCKET, LLC membership units to be issued and delivered pursuant to this agreement have been duly authorized for issuance by the managers of MANATEE POCKET, LLC.

e. The negotiations relative to this agreement and the transactions contemplated by it have been carried on by MANATEE POCKET, LLC directly with EC MANATEE, LLC, without the intervention of any person in a manner that gives rise to any valid claim against any of the parties for a brokerage or similar commission.

12. MANATEE POCKET, LLC shall give to EC MANATEE, LLC, its attorneys, accountants, engineers and other representatives, full access during normal business hours throughout the period prior to the effective date, to all of the properties, books, contracts, commitments and records of MANATEE POCKET, LLC. MANATEE POCKET, LLC shall furnish during that period all information concerning its business and affairs EC MANATEE, LLC may reasonably request. MANATEE POCKET, LLC agrees with EC MANATEE, LLC that, unless and until the merger is consummated, it and its representatives will hold in strict confidence all data and information so obtained from EC MANATEE, LLC and if the transactions provided in this agreement are not consummated, MANATEE POCKET, LLC will return to EC MANATEE, LLC all data in its possession.

13. MANATEE POCKET, LLC agrees that, from this date to the effective date:

a. It will promptly advise EC MANATEE, LLC in writing of any adverse change in the financial condition or business or affairs of MANATEE POCKET, LLC.

b. Except as otherwise consented to or approved by EC MANATEE, LLC in writing:

(1) The businesses of MANATEE POCKET, LLC shall be conducted only in the normal, usual and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and MANATEE POCKET, LLC will use its best efforts to preserve those business organizations intact and to keep available to the surviving limited liability company the services of MANATEE POCKET, LLC's present officers and key employees and to preserve for the surviving limited liability company's good will of MANATEE POCKET, LLC's suppliers, customers and others having business relations with MANATEE POCKET, LLC.

(2) No change shall be made in the articles of organization or operating agreement

of MANATEE POCKET, LLC.

(3) MANATEE POCKET, LLC will not make any change in its banking and safe deposit arrangements or grant any powers of attorney.

(4) MANATEE POCKET, LLC will not take any of the actions or suffer any of the events enumerated in subparagraph j of Paragraph 10.

c. It will duly comply with all laws applicable to it in the conduct of its business.

14. All obligations of MANATEE POCKET, LLC under this agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions (any one or more of which, in the absolute discretion of MANATEE POCKET, LLC, may be waived by MANATEE POCKET, LLC):

a. MANATEE POCKET, LLC shall not have discovered any material error, misstatement or omission in the representations and warranties made by EC MANATEE, LLC in Paragraph 10 or any material adverse change in the business, operations change in the business, operations or properties of EC MANATEE, LLC after the date of this agreement.

b. The representations, warranties and agreements of EC MANATEE, LLC contained in this agreement shall be deemed to have been made again at and as of the effective date (but the representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by MANATEE POCKET, LLC) and shall then be true in all respects; EC MANATEE, LLC shall have performed and complied with all agreements and conditions required by this agreement to be performed or complied with by it prior to or at the effective date; and MANATEE POCKET, LLC shall have been furnished with a certificate of the president of EC MANATEE, LLC dated the effective date, certifying in such detail as MANATEE POCKET, LLC may request to the fulfillment of the foregoing conditions.

c. The execution, delivery and performance of this agreement shall have been duly and effectively authorized by managers of EC MANATEE, LLC and approved by the members of EC MANATEE, LLC in accordance with the Florida Limited Liability Company Act. MANATEE POCKET, LLC shall have received copies of the resolutions adopted by the managers and members, certified to be true and correct by the secretary of EC MANATEE, LLC.

d. At the effective date no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this agreement or the consummation of the contemplated transactions.



e. The noncompetition agreement, the employment agreement and the consulting agreement in the forms attached as Exhibits B, C and D, respectively, shall have been duly executed and delivered by the parties.

15. All obligations of EC MANATEE, LLC under this agreement are subject to the fulfillment, prior to or at the effective date, of each of the following conditions (any one or more of which may, in the absolute discretion of EC MANATEE, LLC, be waived by EC MANATEE, LLC:

a. EC MANATEE, LLC shall not have discovered any material error, misstatement or omission in the representations and warranties made by MANATEE POCKET, LLC in Paragraph 11 of this agreement.

b. MANATEE POCKET, LLC's representations, warranties and agreements contained in this agreement shall be deemed to have been made again at and as of the effective date (except that those representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by EC MANATEE, LLC) and shall then be true in all material respects; MANATEE POCKET, LLC shall have performed and complied with all agreements and conditions required by this agreement to be performed or complied with by them prior to or at the effective date; and EC MANATEE, LLC shall have been furnished with a certificate of MANATEE POCKET, LLC's manager or vice president, dated the effective date, certifying in such detail as EC MANATEE, LLC may request the fulfillment of the foregoing conditions.

c. The execution, delivery and performance of this agreement shall have been duly and effectively authorized by the managers of MANATEE POCKET, LLC and adopted by the members of MANATEE POCKET, LLC as required by applicable Florida law. EC MANATEE, LLC shall have received copies of the resolutions adopted by the managers and members, certified to be true and correct.

16. Anything in this agreement to the contrary notwithstanding, this agreement may be terminated and abandoned at any time prior to the effective date:

a. By mutual consent of the managers of EC MANATEE, LLC and the managers of MANATEE POCKET, LLC;

b. By the members of EC MANATEE, LLC and members of MANATEE POCKET, LLC.

17. In the event of any termination and abandonment as above provided in Paragraph 16, notice shall be given to the other parties to this agreement and this agreement then shall become wholly void and of no effect, and there shall be no liability on the part of any party or its managers or members.

18. EC MANATEE, LLC and MANATEE POCKET, LLC shall separately pay all expenses incurred by them in connection with the transactions contemplated by this agreement. Any expenses incurred by the managers/members of EC MANATEE, LLC, managers/members of MANATEE POCKET, LLC in connection with the transactions contemplated by this agreement shall be paid by those managers/members.

19. This agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

20. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

a. if to EC MANATEE, LLC, to Mr. Paul Gonnella and Elida Gonnella at 101 Waterbridge Lane, Jupiter, FL 33458, and Richele Politano at 190 Quarry Knoll Way, Jupiter, FL 33458.

b. if to MANATEE POCKET, LLC, to Mr. Paul Gonnella and Elida Gonnella at 4817 SE Dixie Highway, Stuart, FL 34997, and Richele Politano at 190 Quarry Knoll Way, Jupiter, FL 33458.

21. This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon EC MANATEE, LLC and MANATEE POCKET, LLC, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

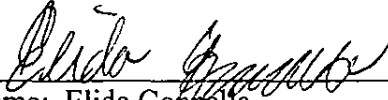
22. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

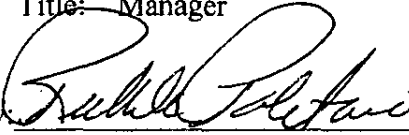
IN WITNESS WHEREOF the duly authorized officers of the constituents EC MANATEE, LLC, and MANATEE POCKET, LLC, acting through their duly authorized officers, all parties to this agreement, this 1<sup>st</sup> day of JAN 2016, ~~2015~~, have signed this plan and agreement of merger.

EC MANATEE, LLC,  
a Florida limited liability company

By: PS G

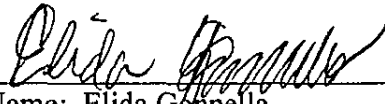
Name: Paul Gonnella  
Title: Manager

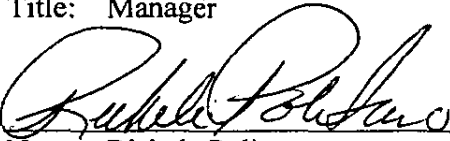
By:   
Name: Elida Gonnella  
Title: Manager

By:   
Name: Richele Politano  
Title: Manager

**MANATEE POCKET, LLC,**  
a Florida limited liability company

By:   
Name: Paul Gonnella  
Title: Manager

By:   
Name: Elida Gonnella  
Title: Manager

By:   
Name: Richele Politano  
Title: Manager

SCHEDULE I

Members of EC MANATEE, LLC.

1. Paul Gonnella 25 membership units
2. Elida Gonnella 25 membership units
3. Richele Politano 50 membership units