

L13 000086364

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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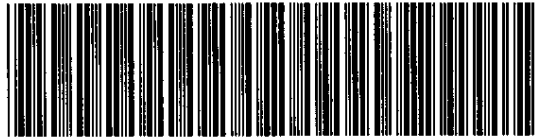
(Business Entity Name)

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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

February 13, 2015

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

VIA UPS NEXT DAY AIR
1Z TT4 506 22 1000 025 5

Re: Surviving Company: Manatee Island Holdings, LLC
Document No. L13000086364

Ladies and Gentlemen:

Please file the enclosed Articles of Merger with attached Plan and Agreement of Merger between Manatee Island Fort Pierce, Inc. and Manatee Island Holdings, LLC.

I enclose a check for \$90.00 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/nth

Enclosures

cc: Paul and Elida Gonnella
Richele Politano

**ARTICLES OF MERGER
OF
MANATEE ISLAND FORT PIERCE, INC.
(a Florida corporation - Doc #P13000059368)
WITH AND INTO
MANATEE ISLAND HOLDINGS, LLC
(a Florida corporation - Doc #L13000086364)**

RECORDED
15 FEB 16 AM 10:59
P13000059368

Pursuant to Florida Statutes
Chapters 607 and 608

Pursuant to the applicable sections of Chapters 607 and 608 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	
MANATEE ISLAND FORT PIERCE, INC.	Florida	P13000059368
MANATEE ISLAND HOLDINGS, LLC	Florida	L13000086364

MANATEE ISLAND HOLDINGS, 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 shareholders of MANATEE ISLAND FORT PIERCE, INC., in accordance with Chapter 607, Florida Statutes, on DEC 31, 2014.

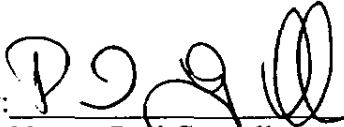
The Agreement and Plan of Merger was approved by the members of MANATEE ISLAND HOLDINGS, LLC, in accordance with Chapter 608, Florida Statutes, on DEC 31, 2014.

**ARTICLE IV
Effective Time**


These Articles of Merger shall become effective on December 31, 2014, at 11:59pm Eastern Standard Time.

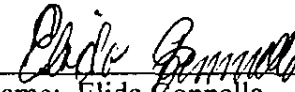
IN WITNESS WHEREOF, the undersigned authorized representatives have caused these Articles of Merger to be executed this 31 day of DEC, 2014.

MANATEE ISLAND FORT PIERCE, INC.
a Florida corporation

By: 
Name: Paul Gonnella
Title: President

MANATEE ISLAND HOLDINGS, 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

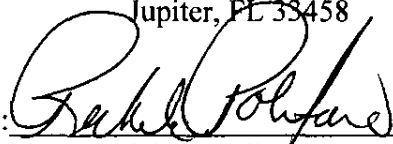
By: 
Name: Richele Politano
Title: Managing Member
Address: 190 Quarry Knoll Way
Jupiter, FL 33458

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER dated DECEMBER 31st, 2014 by and between MANATEE ISLAND FORT PIERCE, INC. (“MIFP”) and MANATEE ISLAND HOLDINGS, LLC (MIH”),

WITNESSETH:

WHEREAS MANATEE ISLAND FORT PIERCE, INC., hereinafter referred to as “MIFP,” is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS MANATEE ISLAND HOLDINGS, LLC, hereinafter referred to as “MIH” is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS MIFP and MIH have agreed that MIFP shall merge into MIH, 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 transactions described above, MIFP and MIH, the parties to this agreement, agree as follows:

1. MIFP and MIH agree that MIFP shall be merged into MIH, as a single Florida limited liability company, upon the terms and conditions of this agreement and that MIH 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 stock of the surviving limited liability company shall be as appears in the articles of organization of MIH 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 incorporation of MIFP, 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 corporation shall be MIH”

c. The operating agreement of MIH 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 MIH 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 MIH.

2. This agreement shall be submitted to the shareholders of MIFP and to the members of MIH (the”constituents”) for their consent and approval in accordance with the Florida General Corporation Act and 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 MIFP into MIH shall become effective on December 31, 2014 at 11:59 p.m. The date on which the merger of MIFP into MIH 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 MIFP shall cease and MIFP 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 stock 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 shares of MIFP shall be as follows:

a. On the effective date each share of common stock, par value \$0.00 per share ("MIFP stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of MIFP stock, shall be converted into and exchanged for one membership unit in MIH.

b. No fractional interests shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

c. Each membership unit in MIH ("MIH membership unit") shall continue as one membership unit in the surviving limited liability company.

5. As soon as practicable after the effective date MIH shall issue and deliver, in accordance with this Paragraph 5, to the shareholders of MIFP, whose names are set forth in Schedule I of this agreement, certificates for the number of MIH membership units to which they shall have become entitled under this agreement. After the effective date of the merger, each of those MIFP shareholders may surrender his certificate or certificates previously representing MIFP stock to MIH, 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 shares of MIFP stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the MIH membership units into which they shall have been converted. Unless and until that outstanding certificate shall be surrendered, no dividends shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the MIH membership units into which those shares shall have been converted the amount of dividends that previously were payable to those owners of MIFP shares of stock prior to the merger.

6. All MIH membership units for and into which shares of MIFP stock 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 shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of MIFP stock outstanding immediately before the effective date shall cease

on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the MIH membership units for and into which their shares of MIFP stock 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 shareholders.

7. MIFP and MIH 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 MIFP shall be closed and no transfer of shares of MIFP stock 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 MIFP, the officers and directors of MIFP 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. MIFP represents and warrants to and agrees with MIH as follows:

a. MIFP is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate 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. MIFP is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of incorporation, as amended to date, and the bylaws, as amended to date, of MIFP previously delivered to MIH are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which MIFP is subject prohibits, limits or otherwise affects the right, power and authority of MIFP to enter into this agreement or to cause the consummation of the merger.

b. The authorized capitalization of MIFP consists of 100 shares of common stock, par value \$0.00 per share, of which 100 shares are presently outstanding, all of which are validly issued, fully

paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by MIFP, or any commitments or agreement of a similar nature to which MIFP is a party, relating to the authorized or issued stock of MIFP.

c. MIFP presently has no subsidiaries.

d. The execution, delivery and performance of this agreement has been duly and effectively authorized by the board of directors of MIFP and will be submitted to the shareholders of MIFP for approval under the Florida General Corporation Act.

e. MIFP has delivered to MIH, identified in writing as Schedule III of this agreement, an unaudited balance sheet of MIFP as of December 31, 2014, and the unaudited statement of operations of MIFP for the fiscal year ended December 31, 2014, with related notes and schedules. These financial statements, including the related notes and schedules, fairly present, on an income basis, the financial position of MIFP as of the date of the balance sheet and the results of the operations of MIFP for the period covered by the statement of operations. MIFP 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 December 31, 2014, in the ordinary course of business of MIFP, none of which individually or in the aggregate has resulted in an adverse change in the business or financial position of MIFP, 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 MIFP.

f. MIFP is not, and by the execution and performance of this agreement by MIFP, 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 MIFP is a party or to which MIFP may be subject or under any provision of its articles of incorporation or bylaws, or violate any order, injunction, decree, statute, rule or regulation applicable to MIFP or any of its properties or assets.

g. MIFP 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 December 31, 2014, 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 December 31, 2014, 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 MIFP or otherwise impair the business operation of MIFP. 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. MIFP 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 MIFP. MIFP 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.

h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against MIFP, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. MIFP 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.

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

j. Except as otherwise contemplated by this agreement, since December 31, 2014, MIFP has not: (1) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional shares of MIFP stock; (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 stock or purchased or agreed to purchase any shares of its capital stock; (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 (e) 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.

k. MIFP has delivered to MIH 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 MIFP.

(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 MIFP, all of the foregoing being owned in whole or in part on this date by MIFP, and all licenses granted by or to MIFP, and all other material agreements to which MIFP 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 MIFP 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 MIFP or to which any of its properties is subject;

(4) All policies of insurance in force with respect to MIFP 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 MIFP 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 MIFP has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

l. All negotiations relative to this agreement and the transactions contemplated by it have been carried on by MIFP directly with MIH 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.

m. MIFP 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 e 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. MIFP is not delinquent in the payment of any taxes or duties, and MIFP 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 MIFP.

n. The items reflected in or covered by the designation "Inventories" on the balance sheet referred to in Paragraph 10e, or thereafter acquired by MIFP, consist of items of a quality, condition and quantity usable or salable in the normal course of business of MIFP; 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 10e, 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. MIH represents and warrants to and agrees with MIFP as follows:

a. MIH 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. MIH 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 incorporation or bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of MIH.

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

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

e. The negotiations relative to this agreement and the transactions contemplated by it have been carried on by MIH directly with MIFP, 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. MIH shall give to MIFP, 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 MIH. MIH shall furnish during that period all information concerning its business and affairs MIFP may reasonably request. MIH agrees with MIFP that, unless and until the merger is consummated, it and its representatives will hold in strict confidence all data and information so obtained from MIFP and if the transactions provided in this agreement are not consummated, MIH will return to MIFP all data in its possession.

13. MIH agrees that, from this date to the effective date:

a. It will promptly advise MIFP in writing of any adverse change in the financial condition or business or affairs of MIH.

b. Except as otherwise consented to or approved by MIFP in writing:

(1) The businesses of MIH 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 MIH will use its best efforts to preserve those business organizations intact and to keep available to the surviving limited liability company the services of MIH's present officers and key employees and to preserve for the surviving limited liability company's good will of MIH's suppliers, customers and others having business relations with MIH.

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

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

(4) MIH 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 MIH 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 MIH, may be waived by MIH):

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

b. The representations, warranties and agreements of MIFP 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

MIH) and shall then be true in all respects; MIFP 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 MIH shall have been furnished with a certificate of the president of MIFP dated the effective date, certifying in such detail as MIH 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 board of directors of MIFP and approved by the shareholders of MIFP in accordance with the Florida General Corporation Act. MIH shall have received copies of the resolutions adopted by the directors and shareholders, certified to be true and correct by the secretary of MIFP.

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 MIFP 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 MIFP, be waived by MIFP):

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

b. MIH'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 MIFP) and shall then be true in all material respects; MIH 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 MIFP shall have been furnished with a certificate of MIH's manager or vice president, dated the effective date, certifying in such detail as MIFP 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 MIH and adopted by the members of MIH as required by applicable Florida law. MIFP shall have received copies of the resolutions adopted by the managers and members, certified to be true and correct.

d. The shareholders' agreement N/A in the form attached as N/A shall have been duly executed and delivered by the parties to it.

e. The noncompetition agreement, the employment agreement and the consulting agreement in the forms attached as N/A shall have been duly executed and delivered by the parties to them.

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 board of directors of MIFP and the managers of MIH;
- b. By the board of directors of MIFP and managers of MIH .

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 board of directors or shareholders.

18. MIFP and MIH shall separately pay all expenses incurred by them in connection with the transactions contemplated by this agreement. Any expenses incurred by the shareholders of MIFP, members of MIH in connection with the transactions contemplated by this agreement shall be paid by those shareholders/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 Manatee Island Fort Pierce, Inc., 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 Island Holdings, 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.

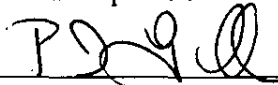
21. This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon MIFP and MIH, and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person 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 MANATEE ISLAND FORT PIERCE, INC. and MANATEE ISLAND HOLDINGS, LLC, acting through their duly authorized officers, all parties to this agreement, this 31st day of DECEMBER, 2014, have signed this plan and agreement of merger.

MANATEE ISLAND FORT PIERCE, INC.

a Florida corporation

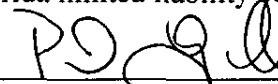
By: 

Name: Paul Gonnella

Title: President

MANATEE ISLAND HOLDINGS, 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

Shareholders of Manatee Island Fort Pierce, Inc.

- | | |
|---------------------|-----------|
| 1. Paul Gonnella | 25 shares |
| 2. Elida Gonnella | 25 shares |
| 3. Richele Politano | 50 shares |