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Division of Corporations

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MERGER OR SHARE EXCHANGE  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
SWFE MERGERSUB, LLC  
a Florida limited liability company  
INTO  
SOUTHWEST FLORIDA ENTERPRISES, INC.  
a Florida corporation

The following Articles of Merger are submitted to merge the following Florida profit corporation in accordance with a. 607.1109, Florida Statutes:

1. The exact name, jurisdiction, and form/entity type of the merging party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SWFE Mergersub, LLC	Florida	limited liability company

2. The exact name, jurisdiction, and form/entity type of the surviving party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Southwest Florida Enterprises, Inc.	Florida	corporation

3. The attached plan of merger was approved by the Florida limited liability company and the Florida corporation that are parties to the merger in accordance with the application provisions of Chapter 607 and 608, Florida Statutes.

4. The effective date shall be as of the date this document is filed with the Florida Department of State.

Dated this 23rd day of December, 2013.

Signatures of Each Party:

SWFE Mergersub, LLC

By: Southwest Florida Enterprises, Inc., it's managing-member

By: Leon Reitnauer  
Leon Reitnauer, Vice President and Treasurer

Southwest Florida Enterprises, Inc.

By: Leon Reitnauer  
Leon Reitnauer, Vice President and Treasurer

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**AGREEMENT AND PLAN OF MERGER  
OF  
SOUTHWEST FLORIDA ENTERPRISES, INC.,  
A FLORIDA CORPORATION,  
AND  
SWFE MERGER SUB, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 23<sup>rd</sup> day of December, 2013, by and between SOUTHWEST FLORIDA ENTERPRISES, INC., a Florida corporation ("SWFE"), and SWFE Merger Sub, LLC, a Florida limited liability company ("Mergersub").

**RECITALS**

- A. Mergersub desires to merge with and into SWFE, with SWFE being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Agreement; and
- B. SWFE owns 100% of Mergersub; and
- C. The Board of Directors and the shareholders and members of SWFE and Mergersub have determined advisable and in the best interests of SWFE and Mergersub and their respective shareholders and members that Mergersub be merged into SWFE, on the terms and conditions set forth, in accordance with Sections 607.1101, 607.1104 and 607.1108 of the Florida Business Corporations Act.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, representations and warranties hereinafter set forth and other good and valuable consideration had and received by each of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**Article 1. Merger**

1.01 Recitals. The foregoing recitals are hereby incorporated into this Agreement in their entirety.

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1.02 Effective Date.

(a) The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of the State of Florida.

1.03 Consequences of Merger.

(a) On the Effective Date, Mergersub shall be merged with and into SWFE and SWFE shall continue as the surviving corporation (the "Merger"). The separate existence of MergerSub shall cease at the Effective Date and the existence of SWFE shall continue unaffected and unimpaired by the Merger.

(b) On and after the Effective Date, SWFE, as the surviving corporation, shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Mergersub; all debts due to the MergerSub of whatever account shall be vested in SWFE; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of SWFE; the title to any real estate vested by deed or otherwise vested in the Mergersub shall not revert or be in any way impaired, by reason of the merger, but shall be vested in SWFE; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Mergersub shall thenceforth attach to SWFE and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

(c) On the Effective Date,

(i) All holders of SWFE's preferred stock (the "Preferred Stock") shall receive cash equal to \$10.00 per share of Preferred Stock.

(ii) All holders of SWFE common stock ("Common Stock") other than those shareholders set forth on Schedule I hereto (the "Controlling Shareholders") shall receive cash equal to \$70.00 per share of Common Stock.

(iii) All of the membership interests of MergerSub and all rights in respect thereof held by SWFE shall by virtue of the Merger and without and action on the part of the holder of such membership interests, be canceled simultaneously with the effective of the Merger without any consideration being paid therefore.

(d) As soon as practicable after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the shareholders of SWFE other than the Controlling Shareholders.

(e) On the Effective Date, the officers and directors of SWFE shall remain officers and directors of the Surviving Corporation.

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(f) On the Effective Date, the articles of incorporation of SWFE shall be the articles of incorporation of the Surviving Corporation.

(g) On the Effective Date, the bylaws of SWFE shall remain in full force and effect after the Merger as the bylaws of the Surviving Corporation.

#### **Article 2. Amendment**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Agreement, the Directors of SWFE may amend this Agreement.

#### **Article 3. Termination**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of SWFE, this Agreement may be terminated at any time before the Effective Date by resolution of the Board of Directors of SWFE. On termination as provided in this Agreement, this Agreement shall be void and of no further effect, and there shall be no liability by reason of this Agreement or the termination of this Agreement on the part of SWFE or MergerSub, or their directors, members, managers, officers, employees, agents or shareholders.

#### **Article 4. Miscellaneous**

4.01 State Filings. Upon the receipt of any required approval of SWFE and MergerSub, SWFE shall file articles of merger in the office of the Secretary of State of the State of Florida in accordance with Florida Corporation Law.

4.02 Further Assurance. After the Effective Date, SWFE, through the persons who were its officers immediately prior to the Merger, shall execute or cause to be executed such further assignments, assurances or other documents as may be necessary or desirable to vest, perfect, or confirm any and all right, title and interest to properties, assets, and rights in the Surviving Corporation.

4.03 Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies on any persons other than the parties to it and their respective successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement. No provision of this Agreement shall give any third person any right of subrogation or action over or against any party to this Agreement.

4.04 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile and other electronic means, including .PDF) and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

4.05 Governing Law. This Agreement will be governed in all respects by the laws of the State of Florida.

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IN WITNESS WHEREOF, the parties have set their hands on this Agreement and Plan of Merger on the day first written above.

**SOUTHWEST FLORIDA ENTERPRISES, INC.**, a Florida Corporation



By: Leon Reitnauer  
Its: Vice President and Treasurer

**SWFE MERGERSUB, LLC**, a Florida limited liability company

By: Southwest Florida Enterprises, Inc., its managing-member



By: Leon Reitnauer  
Its: Vice President and Treasurer

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**SCHEDULE I**

**(Controlling Shareholders)**

A copy of Schedule I is on file with SWFE and will be furnished upon request without cost to a shareholder of SWFE or a member of Mergersub.

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