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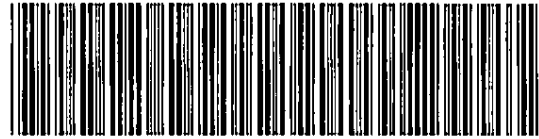
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Merger

R. WHITE

JAN 04 2018

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January 2, 2018

Via FedEx – First Overnight Delivery

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

RE: Yamaha Marine Systems Company, Inc.

Dear Sir or Madam:

Enclosed please find the following for filing with the Florida Secretary of State:

1. Form Cover Letter completed by Michael Grbic of Yamaha Motor Corporation, U.S.A.;
2. Articles of Merger of Bennett Marine, Inc. ("BMI") and Yamaha Marine Systems Company, Inc. ("YMSC") and Agreement and Plan of Short-Form Merger between YMSC and BMI (with additional copy for certification and return); and
3. A check in the amount of \$78.75 representing the filing fee and request for certified copy (\$35 per corporation and \$8.75 for the certified copy).

Thank you for your courtesies in processing the enclosures and returning a certified copy to my attention. I enclose a prepaid Fed Ex return envelope for this certified copy.

Please let me know if you have any questions, and thank you in advance for your assistance.

Sincerely,

Daniel J. Kissane
For the Firm

DJK/Igk
Enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Yamaha Marine Systems Company, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Michael Grbic

Contact Person

Yamaha Motor Corporation, U.S.A

Firm/Company

6555 Katella Ave.

Address

Cypress, CA 90630

City/State and Zip Code

mike_grbic@yamaha-motor.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Grbic

Name of Contact Person

At (⁷¹⁴) ⁷⁶¹⁻⁷⁷³⁹

Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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FILED
JAN 3 2018

ARTICLES OF MERGER
OF
BENNETT MARINE, INC.
(Domestic Subsidiary Corporation)
AND
YAMAHA MARINE SYSTEMS COMPANY, INC.
(California Foreign Parent Corporation)

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, as amended (the "FBCA"), the undersigned corporations hereby submit the following Articles of Merger.


1. The FBCA and the California Corporations Code §1110 permit the short-form merger between a foreign parent corporation and its wholly-owned domestic corporation and between a domestic parent corporation and its wholly-owned foreign corporation, respectively, and **do not require the approval of the shareholders of the undersigned corporations.**
2. Yamaha Marine Systems Company, Inc. ("YMSC") is duly incorporated, organized, validly existing and in good standing under the laws of the State of California.
3. Bennett Marine, Inc. ("BMI"), a wholly-owned subsidiary of YMSC, is duly incorporated, organized, validly existing and in good standing under the laws of the State of Florida.
4. Annexed hereto and made part hereof is the Agreement and Plan of Short-Form Merger for merging BMI with and into YMSC approved and adopted by the resolutions of the Board of Directors of BMI on December 5th, 2017 and the resolutions of the Board of Directors of YMSC on December 5th, 2017. BMI and YMSC have complied with the applicable provisions of the laws of the State of Florida and the State of California effecting the merger. **Shareholder approval was not required for either YMSC or BMI.**
5. YMSC will continue its existence as the surviving corporation under its present name.

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6. The effective time and date of the merger herein provided for in the state of Florida is 12:05 a.m. on January 1, 2018.

Executed and acknowledged on this 5th day of December, 2017

Bennett Marine, Inc.
(Domestic Subsidiary Corporation)

By: 
Name: Ben M. Speciale
Title: President
Address: 550 Jim Moran Blvd.
Deerfield Beach, FL. 33442

Yamaha Marine Systems Company, Inc.
(Foreign Parent Corporation)

By: 
Name: Ben M. Speciale
Title: President
Address: 6555 Katella Ave.
Cypress, CA 90630

AGREEMENT AND PLAN OF SHORT-FORM MERGER

BETWEEN

YAMAHA MARINE SYSTEMS COMPANY, INC.

(a California corporation)

AND

BENNETT MARINE, INC.

(a Florida corporation)

AGREEMENT AND PLAN OF SHORT-FORM MERGER (this "Agreement") entered into on December 31, 2017 and effective as of the Effective Time (as defined below), by and between Yamaha Marine Systems Company, Inc. ("YMSC"), a California corporation, and Bennett Marine, Inc. ("BMI"), a Florida corporation and a wholly-owned subsidiary of YMSC.

WHEREAS, the California Corporations Code §1110 and the Florida Business Corporation Law, as amended (the "FBCL"), permit a short-form merger of a foreign subsidiary corporation into a domestic parent corporation and a domestic subsidiary corporation into a foreign parent corporation, respectively;

WHEREAS, as part of the reorganization of YMSC and its subsidiaries, the respective boards of directors of YMSC and BMI deem it advisable and in the best interests of their respective corporations to approve this Agreement, pursuant to which BMI shall merge with and into YMSC with YMSC as the surviving entity, under the short-form merger provisions of the California Corporations Code §1110 and the FBCL and on the terms and conditions contained herein (the "Short-Form Merger"); and

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

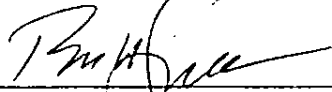
1. Short-Form Merger. The Parties hereto agree that BMI shall be merged with and into YMSC in accordance with the short-form provisions of California Corporations Code §1110 and the FBCL.
2. Name. The surviving entity shall be YMSC.
3. Effective Time of Merger. The Short-Form Merger shall become effective at 12:05 a.m. on January 1, 2018 (the "Effective Time"). This Agreement may be terminated prior to the Effective Time by either YMSC or BMI.
4. Filings. YMSC and BMI agree that they will cause to be executed and filed or recorded any document or documents, including but not limited to the Certificate of Ownership and the Articles of Merger, prescribed by the laws of the State of California and the State of Florida, respectively, and that they will cause to be performed all necessary acts within the State of California and the State of Florida and elsewhere to effectuate the Short-Form Merger.

5. Articles of Incorporation and By-laws. The Articles of Incorporation and the By-laws of YMSC, as in effect immediately prior to the Effective Time, shall become, from and after the Effective Time, the Articles of Incorporation and the By-laws of the surviving entity, until thereafter altered, amended or repealed as provided therein and in accordance with applicable law.
6. Directors and Officers. The directors and officers of YMSC immediately prior to the Effective Time shall become, from and after the Effective Time, the directors and officers of the surviving entity, until their respective successors are duly elected or appointed and qualify or their earlier resignation or removal.
7. Stock Cancellation. Each share of stock of BMI issued and outstanding immediately prior to the Effective Time shall, by virtue of the Short-Form Merger, be canceled. Each share of stock of YMSC issued and outstanding immediately prior to the Effective Time shall remain outstanding.
8. Merger, Assumption of Liabilities. At the Effective Time, BMI shall be deemed merged into YMSC as provided by California Corporations Code §1110 and the FBCL and by this Agreement. All rights, privileges, and powers of BMI, and all property, real, personal and mixed, and all debts due to BMI, as well as all other things and causes of action belonging to BMI, shall be vested in YMSC, and shall thereafter be the property of YMSC as they were of BMI. All rights of credits and all liens upon property of BMI shall be preserved and all debts, liabilities and duties of BMI shall attach to YMSC and may be enforced against YMSC to the same extent as if such debts, liabilities and duties had been incurred and contracted by it. BMI shall not be required to wind up its affairs or pay its liabilities and distribute its assets under the California Corporations Code and the FBCL.
9. Representations and Warranties. (a) YMSC hereby represents and warrants to BMI that YMSC is a corporation duly organized, validly existing and in good standing under the laws of the State of California; (b) BMI hereby represents and warrants to YMSC that BMI is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and (c) Each of YMSC and BMI hereby represents and warrants to the other that the signing of this Agreement and the consummation of the transactions contemplated by this Agreement have been approved by all necessary action on its part and do not violate any provisions of its charter documents or any other agreements or instruments to which it is a Party.
10. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereto confirm that any facsimile copy of another Party's executed counterparts of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.
11. Governing Law. This Agreement shall be deemed to be made in and all respects shall be interpreted, construed and governed by the laws of the State of California, except to the extent that the mandatory provisions of the FBCL are applicable.

12. Notices. Any notice or request to be given under this Agreement by one Party to another shall be in writing and shall be delivered personally or by certified mail, postage prepaid to such addresses as either Party may designate in writing to the other.
13. No Other Agreement or Understandings. This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings or agreements in relation to this Agreement, and no covenants, understandings or agreements in relation to this Agreement exist between the Parties, except as expressly set forth in this Agreement.

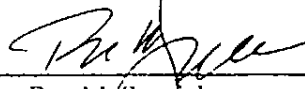
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

Yamaha Marine Systems Company, Inc.



By: Ben M. Speciale
Title: President

Bennett Marine, Inc.



By: Ben M. Speciale
Title: President