

H13929

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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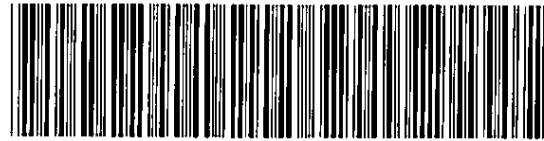
(Business Entity Name)

(Document Number)

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PLC 01, 2020

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 537792 4343901

AUTHORIZATION

COST LIMIT : \$ ~~43.75~~ 68.75

ORDER DATE : December 3, 2020

ORDER TIME : 10:38 AM

ORDER NO. : 537792-005

CUSTOMER NO: 4343901

ARTICLES OF MERGER

WFS US HOLDING COMPANY VI,
LLC

INTO

WORLD FUEL SERVICES
CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Amanda Robinson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: World Fuel Services Corporation

Name of Surviving Entity

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

Please return all correspondence concerning this matter to following:

Amy A. Quintana

Contact Person

World Fuel Services Corporation

Firm/Company

9800 NW 41st Street

Address

Miami, FL 33178

City/State and Zip Code

aquintana@wfscorp.com

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

For further information concerning this matter, please call:

Amy A. Quintana

Name of Contact Person

At (305) 351-4749

Area Code & Daytime Telephone Number

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

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>World Fuel Services Corporation</u>	<u>FL</u>	<u>Corporation</u>	<u>H13929</u>

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>WFS US Holding Company VI, LLC</u>	<u>FL</u>	<u>LLC</u>	<u>L13000173301</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership. its statement of qualification is attached.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☐ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☒ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☐ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

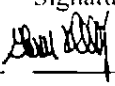
- ☒ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 7, 2020

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
World Fuel Services Corporation		Glenn Klevitz, VP and Treasurer
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

PLAN OF MERGER
OF
WFS US HOLDING COMPANY VI, LLC
a Florida limited liability company
INTO
WORLD FUEL SERVICES CORPORATION
a Florida corporation

This Plan of Merger (this "Agreement") is made and entered into effective the 7th day of December 2020, by and between WFS US Holding Company VI, LLC, a Florida limited liability company (the "Merged Company") and World Fuel Services Corporation, a Florida corporation (the "Surviving Company").

WHEREAS, the Merged Company is a wholly-owned subsidiary of the Surviving Company;

WHEREAS, the Surviving Company desires to merge the Merged Company with and into the Surviving Company to consolidate all ownership and operations of the two entities into one entity; and

WHEREAS, the managers of the Merged Company and the board of directors of the Surviving Company have determined that it would be in the best interest of each such company, for the Merged Company to merge with and into the Surviving Company.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **Merger.** As of the Effective Date (as defined below), the Merged Company shall be and it hereby is merged with and into the Surviving Company.
2. **Effective Date.** This Agreement shall become effective on December 7, 2020 (the "Effective Date").
3. **Surviving Corporation.** The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida and the separate corporate existence of the Merged Company shall terminate upon the Effective Date (such combined entity surviving the merger, sometimes referred to herein as the "Surviving Entity"). The principal office of the Surviving Company is, and shall continue to be, located at 9800 NW 41st Street, Miami, Florida 33178.
4. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Company (as amended or amended and restated from time to time, the "Articles") shall be

the articles of the Surviving Entity following the Effective Date and may be separately certified as the articles of the Surviving Entity.

5. **Bylaws.** The Bylaws of Surviving Company as it exists on the Effective Date shall be the bylaws of the Surviving Entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. **Board of Directors and Officers.** The board of directors and officers of the Surviving Entity immediately after the Effective Date of the merger shall be those persons who were the directors and officers of Surviving Company immediately prior to the Effective Date of the merger and such persons shall serve in such office for the terms provided by law or in the bylaws or articles of the Surviving Entity, or until their respective successors are elected and qualified.

7. **Further Assurance of Title.** If at any time the Surviving Entity shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Entity any right, title or interest of Merged Company held immediately prior to the Effective Date, Merged Company and its board of directors, shareholder, and officers shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving Entity as shall be necessary to carry out the purposes of this Agreement, and the Surviving Entity and the board of directors, shareholder, and officers thereof are fully authorized to take any and all such action in the name of Merged Company or otherwise.

8. **Cancellation of Outstanding Shares.** Upon the Effective Date, all of the issued and outstanding shares held by the Surviving Company in the Merged Company shall be cancelled and extinguished, and any and all rights in respect thereof shall terminate without any action of the Surviving Company or the Merged Company, and all shares of common stock of the Surviving Company issued and outstanding immediately prior to the Effective Date, shall remain issued and outstanding.

9. **Rights and Liabilities of the Surviving Entity.** At and after the Effective Date, the Surviving Entity 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 each of the parties hereto; all debts due to the Merged Company on whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Surviving Entity as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in the Merged Company shall not revert or be in any way impaired by reason of this merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date; all debts, liabilities and duties of the respective parties hereto shall attach to the Surviving Entity and may be enforced against it to the same extent and if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Entity shall indemnify and hold harmless the shareholders, directors, and

officers of each of the parties hereto against all such debts, liabilities and duties against all claims and demands arising out of this merger.

10. **Abandonment.** This Agreement may be abandoned by action of the board of directors of either party hereto at any time prior to the Effective Date, provided such abandonment is in accordance with the Florida Business Corporation Act and the Florida Revised Limited Liability Company Act.

11. **Filings.** The Surviving Company and the Merged Company shall cause their respective officers to execute Articles of Merger for filing with the Florida Department of State.

12. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter.

(b) **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(c) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights hereunder in whole or in part without the written consent of the others, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void.

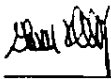
(d) **No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto, their successors, assigns and heirs, and no other person shall have any right or action under this Agreement.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, with the same effect as if all parties had signed the same document, and delivered by facsimile or other electronic means, including a .PDF file by e-mail. Each such counterpart shall be an original, but all such counterparts together shall constitute a single agreement.

(f) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida.

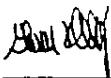
[signature page follows]

WORLD FUEL SERVICES CORPORATION

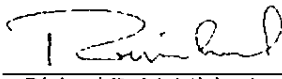
By: 

Glenn Klevitz
Vice President, Treasurer

WFS US HOLDING COMPANY VI, LLC

By: 

Glenn Klevitz
Manager

By: 

Richard D. McMichael
Manager