

THE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Chew Holding Company, LLC
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jeffrey C. Smith

(Contact Person)

c/o Chew Holding Company, LLC

(Firm/Company)

1330 Corso Palermo Court, #2

(Address)

Naples, Florida 34105-4996

(City, State and Zip Code)

For further information concerning this matter, please call:

Jeffrey C. Smith at (239) 963-8699

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Chew Holding Company, LLC	Maryland	LLC
Chew Holding Company, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Chew Holding Company, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

Upon Receipt by the State of Florida

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A - Surviving entity is a current Florida LLC

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address:

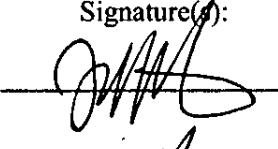
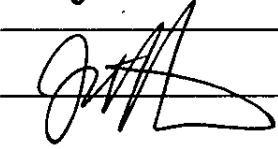
N/A - Surviving entity is a current Florida LLC

Mailing address:

N/A - Surviving entity is a current Florida LLC

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Chew Holding Company, LLC (MD Dept ID# W11097953) (MD Customer ID#0001733548)		Jeffrey C. Smith
Chew Holding Company, LLC FL LLC Doc # L08000000069		Jeffrey C. Smith

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 a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Chew Holding Company, LLC	Maryland	LLC
Chew Holding Company, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Chew Holding Company, LLC	Florida	LLC

THIRD: The terms and conditions of the merger are as follows:

Chew Holding Company, LLC (the Florida LLC formed on 12/31/07) acquires all the assets and liabilities, including contract obligations and rights, of Chew Holding Company, LLC (the Maryland LLC formed on 01/31/06), by virtue of unanimous agreement of the sole owner of all the membership interests in both the merging and surviving entities, as executed by Jeffrey C. Smith. The Surviving entity, Chew Holding Company, LLC (the Florida LLC) shall be considered a continuation and as successor of Chew Holding Company (the Maryland LLC). Chew Holding Company, LLC will be dissolved as a Maryland LLC as of the acceptance of this Merger by the State of Florida.

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

At the Effective Time each unit of membership interest of Chew Holding Company, LLC, (the Maryland LLC), immediately prior to the Effective Date, shall by virtue of the Merger and without any additional action on the part of Chew Holding Company, LLC (the Florida LLC), be exchanged for Membership in the Surviving Entity, Chew Holding Company, LLC (the Florida LLC). In all manner and respects, Chew Holding Company, LLC (the Florida LLC) shall be considered a continuation and a successor of Chew Holding Company, LLC, (the Maryland LLC), as provided and detailed in the THIRD item above.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

The Manner and Basis of rights to acquire the interests, shares and obligations, Shall remain unchanged as defined in the operating agreement of Chew Holding Company, LLC, (a Florida LLC) the owner of all the all the Membership Interests in both Merging entities.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

In addition to the above, this Certificate of Merger is filed for Chew Holding Company, LLC, a Maryland LLC into Chew Holding Company, LLC, a Florida LLC and surviving entity, pursuant to the provisions of and subject to the requirements of Maryland Statutes in Title 4A, Limited Liability Company Act, Subtitle 7, Merger of Maryland Corporations and Associations.

An Agreement of Merger has been authorized, approved and adopted in accordance with the operating agreement of Chew Holding Company, LLC and the Maryland Limited Liability Company Act (Maryland Law) and in accordance with the applicable provisions of Maryland Statutes, including being approved unanimously by the consent of the single member and holder of 100% of the membership interest in both parties, Jeffrey C. Smith.

Under § 4A-710, the successor limited liability company, Chew Holding Company, LLC, a Florida LLC, agrees that it may be served with process in Maryland in any action, suit, or proceeding for the enforcement of any obligation of the acquired domestic limited liability company (Chew Holding Company, LLC) that arose before the merger; (2) Irrevocably appoints the Department as its agent to accept service of process in any such action, suit, or proceeding described under item (1) of this section.

All Maryland Statutes relating to Title 4A, Limited Liability Company Act, Subtitle 7 Merger of Maryland Corporations and Associations have been complied with in this document and merger.