

Division of Corporations

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U13000004208

Florida Department of State
Division of Corporations
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To:

Division of Corporations

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From:

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Account Number : 120110000091

Phone : (305) 858-9900

Fax Number : (305) 285-0015

**Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address:

edat7@richards-law.com

MERGER OR SHARE EXCHANGE
AGRI MEAT LLC

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12/19/2016

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2016 DEC 20 P 12:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Agri Mear LLC

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Elena Diaz

Contact Person

Richards & Sanchez, P.A.

Firm/Company

2665 South Bayshore Drive Suite 703

Address

Miami, Florida 33133

City/State and Zip Code

dfranco@richards-law.com

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

For further information concerning this matter, please call:

Daniel Franco

Name of Contact Person

At (305) 858-9900

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

FILED

ARTICLES OF MERGER

(Profit Corporations)

2016 DEC 20 P 12:19

 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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 corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Agri Meat LLC	Florida	L13000024208

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Agri Meat II Corp.	Florida	P08000068720

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

[illegible]

PLAN OF MERGER**BETWEEN****AGRI MEAT LLC AND AGRI MEAT II CORP.**

THIS PLAN OF MERGER ("Plan") is entered into this 14th day of December 2016 between AGRI MEAT LLC, a Florida limited liability company and AGRI MEAT II CORP, a Florida corporation.

WITNESSETH

WHEREAS, the Manager of AGRI MEAT LLC and the directors of AGRI MEAT II CORP deem it desirable and in the best business interests of AGRI MEAT LLC and its members and AGRI MEAT II CORP and its shareholders that AGRI MEAT II CORP be merged into AGRI MEAT LLC upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I**Merger**

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, AGRI MEAT II CORP shall be merged into AGRI MEAT LLC, forming one entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be the directors of AGRI MEAT II CORP shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. Regulations. The Operating Agreement of AGRI MEAT LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Operating Agreement of the Surviving Entity after the Effective Date.

Section 5. Articles of Organization of AGRI MEAT II CORP. The Articles of Organization of AGRI MEAT LLC as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. Manager(s). The Manager of AGRI MEAT LLC immediately prior to the Effective Date shall constitute the Manager of the Surviving Entity after the Effective Date until his successor(s) shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Stock at the Effective Date

Each share of AGRI MEAT II CORP issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) AGRI MEAT LLC and AGRI MEAT II CORP shall become a single entity of which AGRI MEAT LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be AGRI MEAT LLC.

(b) The separate existence of AGRI MEAT II CORP shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of AGRI MEAT II CORP. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to AGRI MEAT II CORP shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in AGRI MEAT II CORP shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of AGRI MEAT II CORP. The Merger shall impair neither the rights of creditors nor any liens upon the property of AGRI MEAT II CORP.

Section 2. Manner and Basis of Converting Interests. The authorized membership units of AGRI MEAT LLC are 100 units. The issued and outstanding shares of AGRI MEAT II CORP are 100 units, at US\$1.00 par value. Each share of AGRI MEAT II CORP. ("Share") represents ownership interest in AGRI MEAT II CORP. Each share of AGRI MEAT II CORP issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one membership Unit of AGRI MEAT LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of AGRI MEAT II CORP immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

AGRI MEAT II CORP.

AGRI MEAT II CORP represents and warrants to AGRI MEAT LLC as follows:

Due Organization, Etc. AGRI MEAT II CORP is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to AGRI MEAT LLC.

ARTICLE 5

Representations and Warranties of

AGRI MEAT LLC

AGRI MEAT LLC represents and warrants to AGRI MEAT II CORP as follows:

Due Organization, Etc. AGRI MEAT LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to AGRI MEAT II CORP.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Managers

The name and business address of the Manager of AGRI MEAT LLC is as follows:

Rafael Atencio
1600 Ponce de Leon Blvd
Suite 1021
Miami, Florida 33134

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Sanchez, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with AGRI MEAT LLC and AGRI MEAT II CORP., either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously 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.

Section 6. ~~Heading~~. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

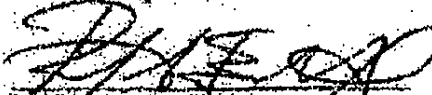
Section 7. ~~Applicable Law~~. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

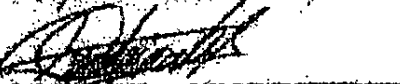
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

AGRI MEAT LLC,
a Florida limited liability company


Rafael Atencio, Manager

AGRI MEAT II CORP.
a Florida corporation


Rafael Atencio, Director


Christina Lelva, Director