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Fax Number : (561)842-3626

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**MERGER OR SHARE EXCHANGE
WESTERN WAREHOUSE FACILITY LLC**

Certificate of Status	0
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Electronic Filing Menu

Corporate Filing Menu

Help

ARTICLES OF MERGER

(Pursuant to Section 605.1025 of
Florida Revised Limited Liability Company Act)

WESTERN WAREHOUSE FACILITY LLC, a Florida limited liability company,
hereinafter referred to as the "Surviving Company," and ALLO INVESTMENTS LLC, a Florida
limited liability company, hereinafter called "Allo Investments," and DIVA ACQUISITIONS LLC,
a Florida limited liability company, hereinafter called "Diva Acquisitions," have entered into a Plan
of Merger, a copy of which is attached hereto as Exhibit A, and hereby file these Articles of Merger
and state:

1. Diva Acquisitions (an entity which is not the surviving entity), is a limited liability company governed by the laws of Florida.
2. Allo Investments (an entity which is not the surviving entity), is a limited liability company governed by the laws of Florida.
3. Surviving Company (the entity which is the surviving entity), is a limited liability company governed by the laws of Florida.
4. The Plan of Merger was approved by the sole Member of Allo Investments representing all membership interests of Allo Investments in accordance with the provisions of Florida Statutes §§ 605.1021-605.1026 on June 30, 2023.
5. The Plan of Merger was approved by the sole Member of Diva Acquisitions representing all membership interests of Diva Acquisitions in accordance with the provisions of Florida Statutes §§ 605.1021-605.1026 on June 30, 2023.
6. The Plan of Merger was approved by all Members of Surviving Company in accordance with the provisions of Florida Statutes §§ 605.1021-605.1026 on June 30, 2023.
7. The Plan of Merger provides for the merger of Allo Investments and Diva Acquisitions

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with and into Surviving Company and further provides that Surviving Company shall be the surviving business entity and that Allo Investments and Diva Acquisitions shall be the absorbed business entities.

8. The Surviving Company shall retain the name WESTERN WAREHOUSE FACILITY LLC.

9. No appraisal rights or notices apply to this Merger.

10. The Effective Date of the merger is the date upon which these Articles of Merger are filed with the Secretary of State, State of Florida.

[Signatures appear on next page.]

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SURVIVING COMPANY:

WESTERN WAREHOUSE FACILITY LLC.
a Florida limited liability company

DocuSigned by:
By: Gary P. Legault
F3AE5A09A7FE481
Gary P. Legault, Manager

DocuSigned by:
By: Nancy S. Legault
D585C607E4B7435
Nancy S. Legault, Manager

ABSORBED COMPANIES:

ALLO INVESTMENTS LLC, a Florida limited
liability company

DocuSigned by:
By: Gary P. Legault
F3AE5A09A7FE481
Gary P. Legault, Manager

DIVA ACQUISITIONS LLC, a Florida limited
liability company

DocuSigned by:
By: Nancy S. Legault
D585C607E4B7435
Nancy S. Legault, Manager

EXHIBIT A

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PLAN OF MERGER

Plan of Merger dated this ____ day of June 2023, between Western Warehouse Facility LLC, a Florida limited liability company (the "Surviving Company"), and Allo Investments LLC, a Florida limited liability company ("Allo Investments") and Diva Acquisitions LLC, a Florida limited liability company ("Diva Acquisitions") (Allo Investments and Diva Acquisitions hereinafter sometimes collectively referred to as the "Absorbed Company").

RECITALS

A. Surviving Company is a limited liability company organized under the laws of the State of Florida; and

B. Allo Investments is a limited liability company organized under the laws of the State of Florida; and

C. Diva Acquisitions is a limited liability company organized under the laws of the State of Florida; and

D. The sole members ("Members") of Surviving Company are:

- a. Gary P. Legault; and
- b. Nancy S. Legault.

E. The sole member ("Member") of Allo Investments is Gary P. Legault.

F. The sole Member of Diva Acquisitions is Nancy S. Legault.

G. The Members of Surviving Company believe that it is desirable and in the best business interest of Surviving Company to merge with Allo Investments and Diva Acquisitions; and

H. The Member of Allo Investments believes it desirable and in the best business

Western Warehouse Facility LLC
Allo Investments LLC
Diva Acquisitions LLC
Plan of Merger

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interests of Allo Investments that Allo Investments merge with and into the Surviving Company.

I. The Member of Diva Acquisitions believes it desirable and in the best business interests of Diva Acquisitions that Diva Acquisitions merge with and into the Surviving Company.

J. As a result of the Merger and in accordance with the terms of this Plan, Absorbed Company will cease to have a separate existence and Surviving Company shall be the sole, remaining business organization.

K. The Members of Allo Investments and Diva Acquisitions will exchange their respective membership interests for membership interests ("Membership Interests") of Surviving Company.

L. The Member of Allo Investments and the Member of Diva Acquisitions agree that the value of their respective membership interests in Allo Investments and Diva Acquisitions is equal. Consequently, Membership Interests delivered in exchange for the membership interests shall be issued equally to the Members.

M. By reason of the fact that the Members of Allo Investments and Diva Acquisitions are currently also the sole, equal Members of Surviving Company, only the capital accounts will be adjusted to reflect the Membership Interests delivered pursuant to the Merger.

NOW THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, Absorbed Company and Surviving Company agree as follows:

Section One. Merger. Absorbed Company shall merge with and into Surviving Company, whereby Surviving Company shall be the sole remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the Merger, as hereinafter defined, the separate existence of the Absorbed Company shall cease, and the Surviving Company

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shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the Absorbed Company, including, without limitation, real, personal, and mixed property of Absorbed Company, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of Absorbed Company, and neither the rights of creditors nor any liens on the property of Absorbed Company shall be impaired by the Merger thereof.

Section Three. Surrender of Membership Interests. On the Effective Date of the Merger, all membership interests of Allo Investments and all membership interests of Diva Acquisitions shall be surrendered to Surviving Company and the manner and basis of the conversion of the membership interests of the Absorbed Company shall be as follows:

(a) The membership interests of Allo Investments and the membership interests of Diva Acquisitions held on the Effective Date of the Merger in the name of Members thereof shall be exchanged for Membership Interests of the Surviving Company and, by reason of the fact that the Members are the sole, equal Members of Surviving Company, only the capital accounts of the Members will be adjusted to reflect the Merger transaction.

(b) The Member of Allo Investments and the Member Diva Acquisitions have approved the Plan of Merger; no appraisal rights apply to the Merger and, therefore, no notices of appraisal rights are required.

Section Four. Articles of Organization of Surviving Company. The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization following the Effective Date of the Merger.

Section Five. Operating Agreement. The Operating Agreement of the Surviving Company

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shall continue to be the Operating Agreement of the Surviving Company following the Effective Date of the Merger.

Section Six. Managers and Officers. The Managers and officers, if any, of the Surviving Company on the Effective Date of the Merger shall continue as the Managers and officers of the Surviving Company for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

Section Seven. Name of Surviving Company. The name of the Surviving Company shall continue to be Western Warehouse Facility LLC.

Section Eight. Prohibited Transactions. Neither the Absorbed Company nor the Surviving Company shall, prior to the Effective Date of the Merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Company and Surviving Company may take all action necessary or appropriate under the laws of the State of Florida to consummate this Merger.

Section Nine. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Company as of the Effective Date, or which would otherwise inure to Absorbed Company, shall immediately, by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Surviving Company, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Company before the Effective Date. The Surviving Company shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Company. All of the rights and obligations of Absorbed Company shall not revert or in any way be

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impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed Company, may be prosecuted to judgment with right of appeal as if the Merger had not taken place or the Surviving Company may be substituted in its place.

Section Ten. Representations and Warranties of Allo Investments. Allo Investments represents and warrants to Surviving Company that each of the following is true and accurate in all material respects:

(a) Allo Investments is a limited liability company, duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of its Member, Allo Investments will have all of the requisite power and authority to enter into this Plan and to perform all of its obligations hereunder; the execution and delivery of this Plan and the consummation of the transactions contemplated hereby will have been duly authorized by all necessary action by Allo Investments; and this Plan will be the valid and binding agreement of Allo Investments, enforceable against Allo Investments in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) Applicable law and the governing documents of Allo Investments require the approval of this Plan and the transactions contemplated hereby, including the Merger, by the affirmative vote of the holders of a majority of the outstanding membership interests of Allo Investments. No other law or regulation requires any other vote of the Member of Allo Investments with respect to this Plan

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and the transactions contemplated hereby.

(d) The execution and delivery of this Plan, the consummation of the transactions contemplated hereby, including the Merger, will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization, Operating Agreement or other governing documents of Allo Investments; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Allo Investments is a party or by which Allo Investments or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Allo Investments is a party or by which Allo Investments or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Allo Investments; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Allo Investments or give rise to any meritorious cause of action against Allo Investments; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

(e) Since June 1st, 2023, Allo Investments has conducted its businesses only in the ordinary and usual course, there have been no material adverse changes in the financial condition, assets, liabilities, obligations, properties, business or prospects of Allo Investments.

(f) Since June 1st, 2023, Allo Investments has not:

i. Authorized the creation or issuance of, issued, sold or disposed of, or created

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any obligation to issue, sell or dispose of, any securities or any obligation convertible into or exchangeable for, any membership interests in Allo Investments;

- ii. Declared, set aside, paid or made any dividend or other distributions on its membership interests or directly or indirectly redeemed, purchased or acquired any membership interests or entered into any agreement in respect of the foregoing;
- iii. Effected any split, recapitalization, combination, exchange of membership interests, readjustment or other reclassification;
- iv. Amended its Articles of Organization or Operating Agreement;
- v. Purchased, sold, assigned or transferred any material tangible asset or any material patent, trademark, trade name, copyright, license, franchise, design or other intangible asset or property;
- vi. Mortgaged, pledged or granted or suffered to exist any lien or other encumbrance or charge on any assets or properties, tangible or intangible, except for liens for taxes not yet due and payable and such other liens, encumbrances or charges which do not materially adversely affect its financial position;
- vii. Waived any rights of material value or cancelled any material debts or claims;
- viii. Incurred any material obligation or liability (absolute or contingent), including, without limitation, any tax liability, or paid any material liability or obligation (absolute or contingent) other than liabilities and obligations

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- incurred in the ordinary course of business;
- ix. Incurred any damage, destruction or similar loss, not covered by insurance, materially affecting its businesses or properties;
- x. Acquired any equity interest in any limited liability company, limited liability company, partnership, trust, joint venture or other entity; and
- xi. Made any (i) material investment (except investments made in the ordinary course of business) or (ii) material capital expenditure or commitment for any material addition to property, plant or equipment.

Section Eleven. Representations and Warranties of Diva Acquisitions. Diva Acquisitions represents and warrants to Surviving Company that each of the following is true and accurate in all material respects:

(a) Diva Acquisitions is a limited liability company, duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of its Member, Diva Acquisitions will have all of the requisite power and authority to enter into this Plan and to perform all of its obligations hereunder; the execution and delivery of this Plan and the consummation of the transactions contemplated hereby will have been duly authorized by all necessary action by Diva Acquisitions; and this Plan will be the valid and binding agreement of Diva Acquisitions, enforceable against Diva Acquisitions in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other

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equitable remedies on the enforceability of such documents.

(c) Applicable law and the governing documents of Diva Acquisitions require the approval of this Plan and the transactions contemplated hereby, including the Merger, by the affirmative vote of the holders of a majority of the outstanding membership interests of Diva Acquisitions. No other law or regulation requires any other vote of the Member of Diva Acquisitions with respect to this Plan and the transactions contemplated hereby.

(d) The execution and delivery of this Plan, the consummation of the transactions contemplated hereby, including the Merger, will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization, Operating Agreement or other governing documents of Diva Acquisitions; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Diva Acquisitions is a party or by which Diva Acquisitions or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Diva Acquisitions is a party or by which Diva Acquisitions or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Diva Acquisitions; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Diva Acquisitions or give rise to any meritorious cause of action against Diva Acquisitions; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

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(c) Since June 1st, 2023, Diva Acquisitions has conducted its businesses only in the ordinary and usual course, there have been no material adverse changes in the financial condition, assets, liabilities, obligations, properties, business or prospects of Diva Acquisitions.

(f) Since June 1st, 2023, Diva Acquisitions has not:

- i. Authorized the creation or issuance of, issued, sold or disposed of, or created any obligation to issue, sell or dispose of, any securities or any obligation convertible into or exchangeable for, any membership interests in Diva Acquisitions;
- ii. Declared, set aside, paid or made any dividend or other distributions on its Membership Interests or directly or indirectly redeemed, purchased or acquired any membership interests or entered into any agreement in respect of the foregoing;
- iii. Effected any split, recapitalization, combination, exchange of membership interests, readjustment or other reclassification;
- iv. Amended its Articles of Organization or Operating Agreement;
- v. Purchased, sold, assigned or transferred any material tangible asset or any material patent, trademark, trade name, copyright, license, franchise, design or other intangible asset or property;
- vi. Mortgaged, pledged or granted or suffered to exist any lien or other encumbrance or charge on any assets or properties, tangible or intangible, except for liens for taxes not yet due and payable and such other liens, encumbrances or charges which do not materially adversely affect its financial

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position;

- vii. Waived any rights of material value or cancelled any material debts or claims;
- viii. Incurred any material obligation or liability (absolute or contingent), including, without limitation, any tax liability, or paid any material liability or obligation (absolute or contingent) other than liabilities and obligations incurred in the ordinary course of business;
- ix. Incurred any damage, destruction or similar loss, not covered by insurance, materially affecting its businesses or properties;
- x. Acquired any equity interest in any limited liability company, limited liability company, partnership, trust, joint venture or other entity; and
- xi. Made any (i) material investment (except investments made in the ordinary course of business) or (ii) material capital expenditure or commitment for any material addition to property, plant or equipment.

Section Twelve. Representations and Warranties of Surviving Company. Surviving Company represents and warrants to Allo Investments and Diva Acquisitions that each of the following is true and accurate in all material respects:

(a) Surviving Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of its Members, Surviving Company will have all requisite power and authority to enter into this Plan and to perform all of its obligations hereunder; the execution and delivery of this Plan and the consummation of the transactions contemplated hereby

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will have been duly authorized by all necessary action by Surviving Company; and this Plan will be the valid and binding agreement of Surviving Company, enforceable against Surviving Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

(c) The Articles of Organization and Operating Agreement of Surviving Company require the approval of this Plan and the transactions contemplated hereby, including the Merger by the affirmative vote of the holders of a majority of the outstanding voting membership interests of Surviving Company. No other law or regulation requires any other vote of the holders of Surviving Company interest in respect of this Plan or the transactions contemplated hereby.

(d) The execution and delivery of this Plan, the consummation of the transactions contemplated hereby, including the Merger, will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Surviving Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Company is a party or by which Surviving Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Company is a party or by which Surviving Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material

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adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Company or give rise to any meritorious cause of action against Surviving Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

(e) Since June 1st, 2023, Surviving Company has conducted its businesses only in the ordinary and usual course, there have been no material adverse changes in the financial condition, assets, liabilities, obligations, properties, business or prospects of Surviving Company and, except as set forth in any of the Surviving Company Financials, Surviving Company has not:

- i. Authorized the creation or issuance of, issued, sold or disposed of, or created any obligation to issue, sell or dispose of, any securities or any obligation convertible into or exchangeable for, any Membership Interest in the Surviving Company;
- ii. Declared, set aside, paid or made any dividend or other distributions on its Membership Interest Units or directly or indirectly redeemed, purchased or acquired any Membership Interest or entered into any agreement in respect of the foregoing;
- iii. Effected any split, recapitalization, combination, exchange of membership interests, readjustment or other reclassification;
- iv. Amended its Articles of Organization or Operating Agreement;
- v. Purchased, sold, assigned or transferred any material tangible asset or any material patent, trademark, trade name, copyright, license, franchise, design

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or other intangible asset or property;

- vi. Mortgaged, pledged or granted or suffered to exist any lien or other encumbrance or charge on any assets or properties, tangible or intangible, except for liens for taxes not yet due and payable and such other liens, encumbrances or charges which do not materially adversely affect its financial position;
- vii. Waived any rights of material value or cancelled any material debts or claims;
- viii. Incurred any material obligation or liability (absolute or contingent), including, without limitation, any tax liability, or paid any material liability or obligation (absolute or contingent) other than liabilities and obligations incurred in the ordinary course of business;
- ix. Incurred any damage, destruction or similar loss, not covered by insurance, materially affecting its businesses or properties; and
- x. Made any (i) material investment (except investments made in the ordinary course of business) or (ii) material capital expenditure or commitment for any material addition to property, plant or equipment.

Section Thirteen. Approval. This Plan of Merger must be approved by the Member of Allo Investments, the Member of Diva Acquisitions and the Members of the Surviving Company in the manner provided by the applicable laws of the State of Florida and their respective governing documents.

Section Fourteen. Further Assurance of Title. Pursuant to this Plan of Merger, the Absorbed Company agrees by Merger that all of its rights, title and interest in and to all of the assets of the

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Absorbed Company shall be transferred to the Surviving Company. If at any time the Surviving Company shall consider or be advised that any acknowledgement or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Company any right, title or interest of the Absorbed Company held immediately prior to the Effective Date of the Merger, the Absorbed Company and its proper officers and managers shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company that shall be necessary to carry out the purposes of this Plan of Merger, and the Surviving Company or the proper officers and managers thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Fifteen. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Company in accordance with the following: The assets and liabilities of the Absorbed Company shall be recorded at the amounts at which they are carried on the books of the Absorbed Company immediately prior to the Effective Date with appropriate adjustments to reflect the cancellation of the Membership Interests presently issued and outstanding.

Section Sixteen. Effective Date of Merger. The Effective Date of the Merger shall be the date upon which the Articles of Merger are filed with the State of Florida.

Section Seventeen. Execution of Plan. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

[SIGNATURE PAGE TO FOLLOW]

Western Warehouse Facility LLC
Allo Investments LLC
Diva Acquisitions LLC
Plan of Merger

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This Plan of Merger is executed on behalf of the parties by their Managers pursuant to the authorization of their respective Members, Operating Agreements and Florida law on the date first above written.

SURVIVING COMPANY:

**WESTERN WAREHOUSE FACILITY
LLC**, a Florida limited liability company

By: _____
Nancy S. Legault, Manager

By: _____
Gary P. Legault, Manager

ABSORBED COMPANY:

Allo Investments LLC, a Florida limited liability company

By: _____
Gary P. Legault, Manager

ABSORBED COMPANY:

Diva Acquisitions LLC, a Florida limited

By: _____
Nancy S. Legault, Manager

Western Warehouse Facility LLC
Allo Investments LLC
Diva Acquisitions LLC
Plan of Merger