

L15000053370

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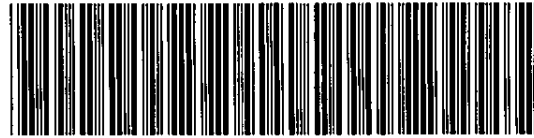
(Business Entity Name)

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
15 MAY - 7 PM 12:33
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TO ACKNOWLEDGE
SUFFICIENCY OF FILING

FILED
2015 MAY - 7 AM 9:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MAY 08 2014

C. CARROTHERS

FLORIDA FILING & SEARCH SERVICES, INC.
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DATE: 5/7/15

NAME: ESSEX ELECTRO EXPORT COMPANY, LLC

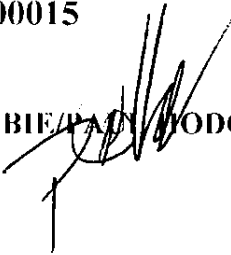
TYPE OF FILING: MERGER

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AUTHORIZATION: ABBIE RAY WODGE



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

SECRETARY OF STATE
JAILANASSEE, FLORIDA

2015 MAY -7 AM 9:26

FILED

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Essex Electro Export Company, LLC	Florida	limited liability company
Essex Electro Export Company, LLC	Illinois	limited liability company L15000053870

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>
Essex Electro Export Company, LLC	Florida	limited liability company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).


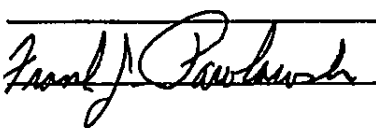
FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record 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.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: 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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Essex Electro Export Company, LLC, a Florida limited liability company		Frank J. Pawlowski, Pres. of Essex Family Ventures, Inc., Manager
Essex Electro Export Company, LLC, an Illinois limited liability company		Frank J. Pawlowski, Pres. of Essex Family Ventures, Inc., Manager

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

Fees: 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	Certified Copy (optional):	\$30.00

AGREEMENT AND PLAN OF MERGER OF
ESSEX ELECTRO EXPORT COMPANY, LLC (IL)
WITH AND INTO
ESSEX ELECTRO EXPORT COMPANY, LLC (FL)

This Agreement and Plan of Merger ("Agreement") made and entered into this 30th day of April, 2015 by and between ESSEX ELECTRO EXPORT COMPANY, LLC an Illinois limited liability company (hereinafter called "Essex Electro IL"), and ESSEX ELECTRO EXPORT COMPANY, LLC, a Florida limited liability company (hereinafter called "Essex Electro FL" or "Surviving Company"), which limited liability companies are hereafter sometimes referred to jointly as the "Constituent Companies."

RECITALS

A. All of the members of Essex Electro IL and Essex Electro FL have resolved that Essex Electro IL be merged with and into Essex Electro FL, pursuant to the laws of the States of Illinois and Florida as a single limited liability company existing under the laws of the State of Florida in a transaction qualifying as a continuation of a partnership within the meaning of Section 708 of the Internal Revenue Code;

B. The membership interests of Essex Electro IL are held as follows:

The Frank J. Pawlowski Living Trust Dated October 16, 1991	50%
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Glenn F. Pawlowski	50%
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C. The membership interests of Essex Electro FL are held as follows:

The Frank J. Pawlowski Living Trust Dated October 16, 1991	50%
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Glenn F. Pawlowski	50%
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NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

MERGER

In accordance with the provisions of the laws of the States of Illinois and Florida, Essex Electro IL shall be, at the "Effective Date" (as such term is hereinafter defined), merged ("Merger") into Essex Electro FL, as a single limited liability company existing under the laws of the State of Florida, with Essex Electro FL being the Surviving Company, and the parties hereto adopt and agree to the agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect as provided herein.

ARTICLE II

MEMBERS' MEETINGS; FILINGS; EFFECTS OF MERGER

2.1 Essex Electro IL Members' Meeting. On or before the Effective Date, the members of Essex Electro IL shall agree to the Merger, and execute a written consent of the Merger and of adoption of this Agreement.

2.2 Essex Electro FL Members' Meeting. On or before the Effective Date, all of the members of Essex Electro FL shall agree to the Merger, and execute a written consent of the Merger and of adoption of this Agreement.

2.3 Filing of Articles of Merger. If (a) this Agreement is adopted by the members of Essex Electro IL and Essex Electro FL, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of

Merger shall be filed and recorded in accordance with the laws of the States of Illinois and Florida.

2.4 Effective Date. The Merger shall become effective as of May 7, 2015.

2.5 Certain Effects of Merger. On the Effective Date, the separate existence of Essex Electro IL shall cease, and Essex Electro IL shall be merged into Essex Electro FL which, as the Surviving Company, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Essex Electro IL; and all the rights, privileges, powers, and franchises of Essex Electro IL, and all property, real, personal, and mixed, and all debts due to Essex Electro IL on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of Essex Electro IL, and the title to any real estate vested by deed or otherwise, under the laws of Illinois, Florida or any other jurisdiction, in Essex Electro IL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Essex Electro IL shall be preserved unimpaired, and all debts, liabilities, and duties of Essex Electro IL shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last member of Essex Electro IL or the manager of the Surviving Company, may, in the name of Essex Electro IL, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession

of all Essex Electro IL's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

ARTICLE III

NAME OF SURVIVING COMPANY

The name of the Surviving Company on the effective date of the merger shall be ESSEX ELECTRO EXPORT COMPANY, LLC.

ARTICLE IV

ARTICLES OF ORGANIZATION

The Articles of Organization of Essex Electro FL, as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law.

ARTICLE V

OPERATING AGREEMENT

The Operating Agreement of Essex Electro FL as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Company until changed or amended as provided therein.

ARTICLE VI

STATUS AND CONVERSION OF MEMBERS' INTERESTS

The manner and basis of converting the membership interests of the Constituent Companies into membership interests of the Surviving Company shall be as follows:

On the effective date, Essex Electro IL will be merged into Essex Electro FL. The Surviving Company assumes all rights, privileges, assets and liabilities of the non-survivor.

As both Essex Electro IL and Essex Electro FL are owned by the same persons, the membership interests of Essex Electro FL issued on the effective date of the Merger shall remain as the issued and outstanding membership interests of the Surviving Company following the merger. The members of Essex Electro IL and Essex Electro FL have approved this Agreement and Plan of Merger by unanimous written consent.

ARTICLE VII

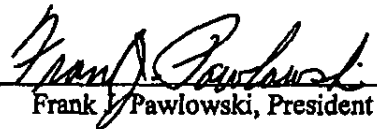
MISCELLANEOUS

7.1 **Termination.** This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the members of Essex Electro IL or the members of Essex Electro FL, if the members of Essex Electro IL or of Essex Electro FL duly adopt a resolution abandoning this Agreement of Merger.

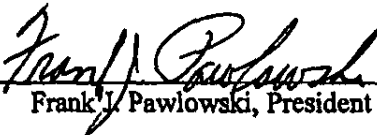
7.2 **Counterparts.** This Agreement may be executed in multiple counterparts, but each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger
as of the date first above written.

ESSEX ELECTRO EXPORT COMPANY, LLC,
an Illinois limited liability company
By: Essex Family Ventures, Inc. an Illinois
corporation, Manager

By: 
Frank J. Pawlowski, President

ESSEX ELECTRO EXPORT COMPANY, LLC, a
Florida limited liability company
By: Essex Family Ventures, Inc., a Florida
corporation, Manager

By: 
Frank J. Pawlowski, President