

L16000120746

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Filing Fee is \$60.00
25. and 35.

WALK IN \$60.00

Office Use Only



100330485611

S TALLFN

JUL 22 2019

DEPARTMENT OF STATE
CORPORATION DIVISION
TALLAHASSEE, FL

2019 JUL 11 AM 10:27

FILED

19 JUL 11 AM 11:09

2019 JUL 11 AM 11:09

Meyer

ST



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 12, 2019

CORPORATION SERVICE COMPANY
SNAPPY KRAKEN, LLC
SNAPPY KRAKEN, INC.

RESUBMIT
Please give original
submission date as file date.

SUBJECT: SNAPPY KRAKEN LLC
Ref. Number: L16000120746

We have received your document . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Section 605.1025(1) or 607.1105(1), requires a signature for each entity involved in the merger. If one person is signing on behalf of more than one entity, please indicate so with the signature.

THE TOTAL FEE REQUIRED TO FILE THE MERGER WILL BE \$60.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Susan Tallent
Regulatory Specialist II

Letter Number: 119A00014065

2019 JUL 19 PM 1:57
ST

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

ACCOUNT NO. : I20000000195

REFERENCE : 837883 8015896

AUTHORIZATION

COST LIMIT : \$ 50.00

ORDER DATE : July 10, 2019

ORDER TIME : 9:13 AM

ORDER NO. : 837883-010

CUSTOMER NO: 8015896

ARTICLES OF MERGER

SNAPPY KRAKEN, LLC

INTO

SNAPPY KRAKEN, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

**If additional funds needed please call 850-5581500 ext62974
CONTACT PERSON: Lydia Cohen

AGREEMENT AND PLAN OF MERGER
of
SNAPPY KRAKEN, LLC L16000120746
(a Florida Limited liability company)
with and into
SNAPPY KRAKEN, INC.
(a Delaware corporation)
(UNDER SECTION 264 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE
and
SECTION 605.1021 OF THE FLORIDA REVISED LIMITED LIABILITY COMPANY ACT)

FILED

2019 JUL 11 AM 10:27

This AGREEMENT AND PLAN OF MERGER (the "Plan") is made and entered into as of July 3, 2019 by and among Snappy Kraken, LLC, a Florida Limited liability company ("Snappy Kraken, LLC") and Snappy Kraken, Inc. a Delaware corporation ("Snappy Kraken, Inc."), with reference to the following recitations.

RECITALS

C. Snappy Kraken, LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia. As of the date hereof, Snappy Kraken, LLC has 105,2631 Units (as such term is defined in the Operating Agreement of Snappy Kraken, LLC, dated as of September 20, 1999, as amended from time to time (the "Snappy Kraken, LLC Operating Agreement")) outstanding.

D. Snappy Kraken, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. As of the date hereof, the authorized capital stock of Snappy Kraken, Inc. consists of 3,000 shares of common stock, \$.001 par value per share (the "Common Stock"), no shares of which are issued and outstanding, and 2,000 shares of preferred stock, \$.001 par value per share (the "Preferred Stock"), no shares of which are issued and outstanding.

E. The board of directors of Snappy Kraken, Inc. have adopted resolutions by written consent approving the proposed merger of Snappy Kraken, LLC with and into Snappy Kraken, Inc. (the "Merger") upon the terms and conditions hereinafter set forth in accordance with the Snappy Kraken, LLC Amended and Restated Limited Liability Company Operating Agreement and the Florida Limited Liability Company Act.

G. The members and manager of Snappy Kraken, LLC have adopted resolutions by written consent approving the Merger upon the terms and conditions hereinafter set forth in accordance with the Snappy Kraken, LLC Operating Agreement and the Florida Limited Liability Company Act.

H. The board of directors of Snappy Kraken, Inc. has adopted resolutions by unanimous written consent authorizing the Merger, in accordance with the Delaware General

Corporation Law. Pursuant to Section 251(f) of the Delaware General Corporation Law, shareholder consent is not required as no shares of the stock of the Corporation were issued prior to the board of directors' approval of the plan.

I. Snappy Kraken, LLC and Snappy Kraken, Inc. are hereinafter sometimes referred to collectively as the "Constituent Entities."

TERMS

NOW, THEREFORE, in consideration of the matters recited above and the covenants, conditions and agreements contained herein and intending to be legally bound hereby, the parties hereto agree as follows.

1. Merger. The Constituent Entities shall effect the Merger on the terms and conditions set forth in this Plan.

a. Effect. At the Effective Time, as defined in subsection (b), Snappy Kraken, LLC shall be merged with and into Snappy Kraken, Inc., and the separate existence Snappy Kraken, LLC, except insofar as they may be continued by statute or Section 7, shall cease, with the effect provided in Section 605.1026 of the Florida Revised Limited Liability Company Act and Section 259 of the Delaware General Corporation Law. From and after the Effective Time, Snappy Kraken, Inc. shall be, and is sometimes hereinafter referred to as, the "Surviving Corporation."

b. Effectiveness. Subject to the terms and conditions herein provided, appropriate Articles of Merger under the Florida Limited Liability Company Act and Agreement and Plan of Merger under Section 264 of the Delaware General Corporation Law shall be executed by the Constituent Entities to be effective as of July 3, 2019. On July 3, 2019, Articles of Merger shall be filed with the Florida Department of State Division of Corporations and an Agreement and Plan of Merger shall be filed with the Office of the Secretary of State of Delaware and the Merger shall become effective at 5:00 p.m., Eastern Daylight Time, on July 3, 2019 (which date and time are hereinafter referred to as the "Effective Time").

2. Conversion of Membership Interests.

c. Snappy Kraken, LLC. At the Effective Time, the manner and basis of converting the Membership Interests of Snappy Kraken, LLC, expressed as Units, will be as follows: every Unit of Snappy Kraken, LLC at the Effective Time shall at the Effective Time be exchanged for and converted into and become without further action by the holder thereof, 10.032388 shares of Common Stock of Snappy Kraken, Inc., and from and after the Effective Time shall represent 10.032388 shares of Common Stock of the Surviving Corporation. The Surviving Corporation shall issue fractional shares to the extent necessary to accurately effect such conversion.

d. At the Effective Time, the shareholders of the Surviving Corporation shall collectively own 1056.041 shares of the Common Stock of the Surviving Corporation.

3. Certificate of Incorporation. From and after the Effective Time, the Certificate of Incorporation of Snappy Kraken, Inc., as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with law, and the Surviving Corporation shall continue to be a corporation organized and governed by the laws of the State of Delaware.

4. Bylaws. The Bylaws of Snappy Kraken, Inc., as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended in accordance with law. At the Effective Time, the operating agreement of Snappy Kraken, LLC shall terminate and be of no further force or effect.

5. Assets and Liabilities. As of the Effective Time, title to all real estate and other property owned by Snappy Kraken, LLC shall vest in the Surviving Corporation without reversion or impairment, and the Surviving Corporation shall assume all of the liabilities of Snappy Kraken, LLC.

6. Directors and Officers. The directors and officers of Snappy Kraken, Inc. immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors have been duly elected and qualified, or until their earlier death, resignation or removal.

7. Termination. This Plan may be terminated at any time at or before the Effective Time by agreement of and between the Board of Directors of Snappy Kraken, Inc. and the managers of Snappy Kraken, LLC.

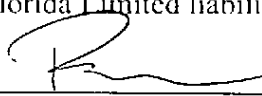
8. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances of any other acts are necessary or desirable to carry out the purposes of this Plan, Snappy Kraken, LLC and its members and manager shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances and to do all acts necessary or proper to carry out the purposes of this Plan; and the officers and directors of the Surviving Corporation are fully authorized in the name of Snappy Kraken, LLC to take all such action.

9. Interpretation. The headings herein are for convenience of reference only, do not constitute a part of this Plan, and shall not be deemed to limit or affect any of the provisions hereof. Words used herein, regardless of the number specifically used, shall be deemed to include any other number, singular or plural, as the context may require.

10. Copy. A copy of this Plan is on file at the principal offices of the Surviving Corporation, and the Surviving Corporation will furnish a copy of this Plan to a member of Snappy Kraken, LLC or a shareholder of Snappy Kraken, Inc. upon request and without charge.

IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first above written.

SNAPPY KRAKEN, LLC
(a Florida Limited liability company)

By: 
Name: Robert Sofia
Its: Manager

SNAPPY KRAKEN, INC.
(a Delaware corporation)

By: 
Name: Robert Sofia
Its: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]