

10/30/2020

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MERGER OR SHARE EXCHANGE

imPASTA inc

Certificate of Status	0
Certified Copy	1
Page Count	30
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\$90

Electronic Filing Menu

Corporate Filing Menu

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ARTICLES OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY

The following Articles of Merger are submitted to merge the following entities in accordance with Section 605.1025 of the Florida Revised Limited Liability Company Act:

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>
Impasta Foods LLC	Florida	Limited liability company

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>
imPASTA inc	Delaware	Corporation

Third: The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021–605.1026; and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b).

Fourth: The mailing address of the surviving entity to which the Department of State may send any process served on the Department is 123 Harbors Way, Boynton Beach, FL 33435.

Fifth: This entity agrees to pay any members with appraisal rights the amount to which members are entitled under Sections 605.1006 and 605.1061–605.1072, Florida Statutes.

Sixth: The Agreement Plan of Merger is attached hereto as Exhibit A. The Plan of Merger was adopted by the sole incorporator of the surviving party on October 30, 2020 in accordance with Delaware General Corporation Law. The Plan of Merger was adopted by unanimous written consent of the members of the merging party on October 30, 2020 in accordance with the provisions of Sections 605.1021–605.1026, of the Florida Revised Limited Liability Company Act.

[Signature Page Follows]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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The undersigned hereby affirm that the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

Impasta Foods LLC,
a Florida limited liability company

DocuSigned by:
By: Jennifer Donya Litowitz
c:434021673A7400

Print Name: Jennifer Donya Litowitz

Title: Member

The undersigned hereby affirm that the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

Impasta Foods LLC,
a Florida limited liability company

DocuSigned by:
Peter Mead
By: _____
JJAC:HB:8FE:401

Print Name: Peter Bryant Mead

Title: Member

imPASTA inc.
a Delaware corporation

Print Name: William Rixmann

Signature Page to Florida Articles of Merger

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER
OF
IMPASTA FOODS LLC
(a Florida limited liability company)
WITH AND INTO
IMPASTA INC.
(a Delaware corporation)

This Agreement and Plan of Merger (the "**Agreement**") is entered into, as of October 30, 2020, by and between Impasta Foods LLC, a Florida limited liability company (the "**LLC**"), and impASTA inc, a Delaware corporation (the "**Corporation**"). (the LLC and Corporation being hereinafter sometimes collectively referred to as the "**Constituent Companies**").

1. Upon the terms and subject to the conditions hereof and in accordance with Sections 605.1021–605.1026 of the Florida Revised Limited Liability Company Act (the "**LLC Act**") and Section 264 of the General Corporation Law of the State of Delaware (the "**DGCL**"), the LLC shall be merged with and into the Corporation (the "**Merger**") at the Effective Time (as hereinafter defined). Following the Merger, the separate existence of the LLC shall cease, and the Corporation shall continue as the surviving entity (the "**Surviving Entity**") and shall succeed to and assume all of the rights and obligations of the LLC in accordance with the LLC Act and the DGCL.

2. Subject to and conditioned upon the prior adoption of this Agreement by the undersigned members of the LLC (the "**Members**") and the sole incorporator of the Corporation (the "**Sole Incorporator**"), the parties hereto shall cause the Merger to be consummated by filing (i) the Articles of Merger, in substantially the form attached hereto as **EXHIBIT A** (the "**Articles of Merger**"), with the Florida Department of State pursuant to Section 605.1025 of the LLC Act and (ii) the Certificate of Merger, in substantially the form attached hereto as **EXHIBIT B** (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware pursuant to Section 264 of the DGCL. The Merger shall become effective on the date (the "**Effective Time**") on which the Articles of Merger are filed with the Florid Department of State and the Certificate of Merger is filed with the Delaware Secretary of State.

3. The Merger shall have the effects set forth in Section 264 of the DGCL, and Section 605.1026 of the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property, rights, privileges, powers and franchises of the LLC and the Corporation shall rest in the Surviving Entity, and all debts, liabilities and duties of the LLC and the Corporation shall become the debts, liabilities and duties of the Surviving Entity.

4. Manner and Basis of Converting Membership Interests in the LLC.

a. At the Effective Time, by virtue of the Merger and without any action on the part of any equity interest holder of either of the Constituent Companies, the membership interests of the LLC (the "**Membership Interests**") shall be converted into validly issued, fully

COMPANY. SUCH RIGHT OF FIRST REFUSAL AND TRANSFER RESTRICTIONS ARE BINDING UPON TRANSFEREES OF THESE SECURITIES. COPIES OF THE BYLAWS OF THE COMPANY MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

5. From and after the Effective Time, the Certificate of Incorporation and Bylaws of the Corporation in effect immediately prior to the Effective Time shall be the certificate of incorporation and bylaws, respectively, of the Surviving Entity.

6. The Surviving Entity shall retain the Employer Identification Number of the LLC.

7. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Companies, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Entity and its proper authorized representatives shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Companies, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Companies, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Company and otherwise to carry out the purposes of this Agreement.

8. The parties hereto intend that the Merger constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and further intend that this Agreement constitute a "plan of reorganization" within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3.¹

9. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Delaware.

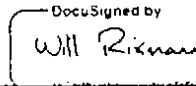
10. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

¹ Since its formation on February 25, 2020, the LLC has made a tax election via Form 8832 to be a "domestic eligible entity electing to be classified as an association taxable as a corporation." Accordingly, for federal income tax purposes, the LLC has been and will remain to be treated as a corporation.

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

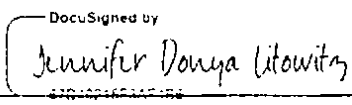
IMPASTA INC, a Delaware corporation

By:  _____
Name: William Rixmann
Title: Sole Incorporator

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

IMPASTA FOODS LLC, a Florida limited liability company

Members:

By: 
Name: Jennifer Donya Litowitz

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

IMPASTA FOODS LLC, a Florida limited liability company

Members:

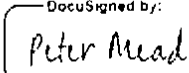
By:  _____
Name: Peter Bryant Mead

EXHIBIT A

Articles of Merger (FL)

EXHIBIT B

Certificate of Merger (DE)

EXHIBIT C

Pre-Conversion (LLC) and Post-Conversion (Corporation) Capitalization

Members	Current Membership Interests	Post Conversion Common Stock
Jennifer Donya Litowitz	50%	3,000,000
Peter Bryant Mead	50%	3,000,000