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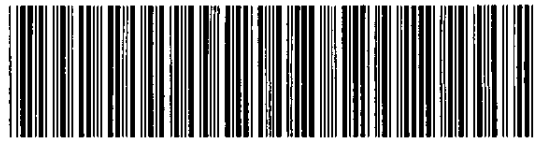
(Business Entity Name)

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DIVISION OF CORPORATIONS
2017 MAY 19 PM 3:19

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C McNAIR

SPERRY LAW FIRM

Attorneys at Law

Bruce J. Sperry

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Benjamin C. Sperry

May 18, 2017

VIA UPS

Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2017 MAY 19 PM 3:19

RE: S & K HOWARD ENTERPRISES LLC and PATOO ENTERPRISES, INC.
Document No.: L11000057434 and P02000058747

Dear Sir or Madam:

Please find enclosed original and one copy of the Articles of Merger of S & K HOWARD ENTERPRISES LLC and PATOO ENTERPRISES, INC., together with my firm check number 2114, in the amount of \$103.75 to cover the following costs:

Filing Fee for Limited Liability Company	\$25.00
Filing Fee for Corporation	\$35.00
Filing Fee for Surviving Company	\$35.00
Certified Copy	<u>\$ 8.75</u>

Total \$103.75

After this Charter has been approved and filed, I would appreciate your sending a certified copy of same to my office in the Priority Mail envelope provided.

Thank you for your attention to this matter.

Sincerely,

SPERRY LAW FIRM

By: 

Bruce J. Sperry

Enclosures
cp\corp\A\2195a48.ltr

ARTICLES OF MERGER

The following certificate of merger is being submitted in accordance with sections 605.1021 and 607.1108, Florida Statutes.

ARTICLE ONE

The exact name, street address of principal office, jurisdiction, and entity type for each **merging** party are as follows:

Patoo Enterprises, Inc., a Florida corporation
204 East Terrace Drive
Plant City, Florida 33563
FEI No. 01-0723296
Document No. P02000058747

S&K Howard Enterprises, LLC, a Florida limited liability company
204 East Terrace Drive
Plant City, Florida 33563
FEI No. 47-5089632
Document No. L11000057434

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2017 MAY 19 PM 3:19

ARTICLE TWO

The exact name, street address of principal office, jurisdiction, and entity type of the **surviving** party is as follows:

Patoo Enterprises, Inc., a Florida corporation
204 East Terrace Drive
Plant City, Florida 33563
FEI No. 01-0723296
Document No. P02000058747

ARTICLE THREE

This merger will become effective as of May 17, 2017

ARTICLE FOUR

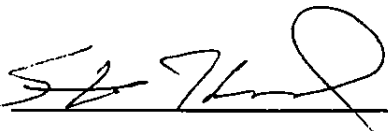
A Plan of Merger is attached hereto and was approved by Patoo Enterprises, Inc. and S&K Howard Enterprises, LLC, each being a party to the merger.

ARTICLE FIVE

The merger was approved by each party as required by Florida law.

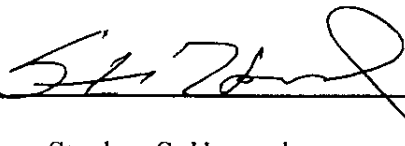
SIGNATURES

Patto Enterprises, Inc., a Florida corporation

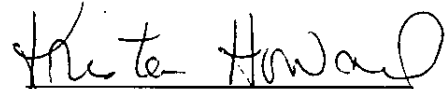
By: 

Name: Stephen S. Howard
Title: President

S&K Howard Enterprises, LLC, a Florida limited liability company

By: 

Name: Stephen S. Howard
Title: Authorized Member



Name: Krista Howard
Title: Authorized Member

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of May 17, 2017 (this "Agreement"), is entered into by and between Patoo Enterprises, Inc., a Florida corporation ("Patoo"), and S&K Howard Enterprises, LLC, a Florida limited liability company ("S&K"). Patoo and S&K are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESETH:

WHEREAS, Patoo is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, S&K is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of Patoo and membership of S&K have determined that it is advisable and in the best interests of such companies and their respective stockholders and members that S&K merge with and into Patoo upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the shareholders of Patoo have approved this Agreement, by execution of written consents in accordance with Section 607.1108 of the Florida Business Corporation Act;

WHEREAS, the members of S&K have approved this Agreement, by execution of written consents in accordance with Section 605.1021 of the Florida Revised Limited Liability Act;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Patoo and S&K hereby agree as follows:

1. Merger. S&K shall be merged with and into Patoo (the "Merger") such that Patoo shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of Florida and the Merger shall become effective at the time provided by applicable law (the "Effective Time").

2. Governing Documents. The Certificate of Incorporation of Patoo shall be the Certificate of Incorporation of the Surviving Corporation, and upon the consummation of the Merger, the By-Laws of Patoo shall be the By-laws of the Surviving Corporation.

3. Directors. The persons who are directors of Patoo immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of Patoo immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change

until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of S&K shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of S&K shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of S&K, its members, managers, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to S&K.

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of S&K such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of S&K, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of S&K or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Membership Units to Shares of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof; (i) the 500 membership units of S&K owned by Stephen S. Howard and (ii) the 500 membership units of S&K owned by Krista Howard issued and outstanding immediately prior to the Effective Time shall be changed and converted into 317 shares of Patoo, each to Stephen S. Howard and Krista Howard and each membership unit of S&K issued and outstanding immediately prior to the Effective Time shall be cancelled without any consideration being issued or paid therefor. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of Patoo Common Stock to which each member of S&K is entitled pursuant to the terms hereof.

8. Amendment. The parties hereto, by mutual consent of their respective Boards of Director and membership, may amend, modify or supplement this Agreement prior to the Effective Time.

9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

IN WITNESS WHEREOF, Patoo and S&K have caused this Agreement to be executed and delivered as of the date first written above.

Patoo Enterprises, Inc., a Florida
corporation

By: 

Name: Stephen S. Howard

Title: President

**S&K Howard Enterprises,
LLC**, a Florida limited liability
company

By: 

Stephen S. Howard, AMBR

By: 

Krista Howard, AMBR