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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Quality Carriers, Inc.

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Nick Engel

Contact Person

Thompson Coburn, LLP

Firm/Company

55 East Monroe St. Fl. 37

Address

Chicago, IL 60603

City/State and Zip Code

nengel@thompsoncoburn.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nick Engel

Name of Contact Person

At (312) 580-2317

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the **surviving** entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Quality Carriers, Inc.	IL	Corporation	P07828

SECOND: The name and jurisdiction of each **merging** eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
Corico Holdings Inc	FL	Corporation	P24000000855

THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

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FOURTH: Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor 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.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.



SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: 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:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Quality Carriers, Inc.		Anne Laughlin
Corico Holdings Inc		Anne Laughlin

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

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is made and entered into as of July 15, 2024, between Quality Carriers, Inc., an Illinois corporation (the “**Surviving Entity**”), and Corico Holdings Inc, a Florida corporation (the “**Merging Entity**”). Each party hereto is sometimes referred to individually as a “**Constituent Entity**,” and collectively as the “**Constituent Entities**”.

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

WHEREAS, the Surviving Entity owns all of the membership interests of the Merging Entity; and

WHEREAS, the Board of Directors of the Surviving Entity and the Board of Directors and sole Shareholder of the Merging Entity have authorized the merger of the Merging Entity into the Surviving Entity pursuant to the plan set forth herein, in the manner prescribed by applicable Florida and Illinois law;

WHEREAS, the Board of Directors and sole Shareholder of the Merging Entity by resolutions duly adopted, have approved this Agreement and declared it to be advisable and in the best interest of the Merging Entity that the Merging Entity merge with and into the Surviving Entity in the manner and upon the terms and conditions set forth herein (the “**Merger**”) pursuant to the applicable the provisions of the Illinois Business Corporation Act of 1983, as amended, and the Florida Business Corporation Act (collectively, the “**Acts**”).

NOW, THEREFORE, for the purpose of effecting the Merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I

1.1 Recitals. The foregoing recitals are incorporated herein by reference and are made a substantive part of this Agreement.

1.2 Merger. Upon compliance with the applicable provisions of the Acts, at the Effective Time (as defined herein), the Merging Entity shall be merged with and into the Surviving Entity and, thereupon, the separate existence of the Merging Entity shall cease and the Surviving Entity shall continue to exist as the surviving company of the Merger.

1.3 Effective Time. With respect to the Merging Entity, the Merger shall become effective as of 11:59 p.m. Eastern time on the later to occur of (a) the date the Merger Certificate (as defined below) is recorded by both the Secretary of State of the State of Illinois and the

1.4 Effect of Merger. At the Effective Time of the Merger, the Surviving Entity, without any further act, deed, transfer, or other action, shall: (i) retain, succeed to, possess, and be vested with, all authority, power, privileges, benefits, rights, property, immunities, and franchises, of the Merging Entity; and (ii) take, hold, and have transferred to the Surviving Entity all debts, liabilities, obligations, and duties of, or belonging or due to, the Merging Entity, and be subject to all of the rights of the creditors of the Merging Entity, which shall be preserved unimpaired, and may be enforced against the Surviving Entity to the same extent as if all such debts, liabilities, obligations, and duties had been incurred or contracted by the Surviving Entity.

1.5 Effect on Capitalization.

(a) **Surviving Entity.** At the Effective Time of the Merger, by virtue of the Merger and without any deed, transfer, or other action on the part of any member of the Merging Entity, each share of the common stock of the Surviving Entity issued and outstanding (or held in treasury) immediately prior to the Effective Time shall continue to represent the issued and outstanding (or treasury) shares of each equity holder of the Surviving Entity. The principal address of the Surviving Entity is 1208 E. Kennedy Blvd., Suite 132, Tampa, Florida 33602.

(b) **Merging Entity.** At the Effective Time of the Merger, by virtue of the Merger and without any deed, transfer, or other action on the part of any equity holder of the Merging Entity, each issued and outstanding equity interest of the Merging Entity shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

1.6 State Filings. The officers of each Constituent Entity shall make and execute whatever articles, certificates and other documents that are required by the State of Florida and the State of Illinois to effect the Merger in relation to such Constituent Entity (each, a "**Merger Certificate**"), and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Illinois and the State of Florida, which may be necessary and proper to effect the Merger.

ARTICLE II

2.1 Name of Surviving Entity. The name of the Surviving Entity shall be "Quality Carriers, Inc."

2.2 Articles of Incorporation and Bylaws. At the Effective Time of the Merger, the Articles of Incorporation and the Bylaws of the Surviving Entity immediately prior to the Effective Time shall be deemed to be the Articles of Incorporation and the Bylaws of the Surviving Entity.

2.3 Directors and Officers. The directors and officers of the Surviving Entity immediately prior to the Effective Time of the Merger shall be and remain the directors and officers of the Surviving Entity following the Effective Time, and shall remain in such offices until replaced in accordance with the Surviving Entity's Bylaws, or their earlier death, resignation, or removal by the shareholder or directors of the Surviving Entity. As of the Effective Time of the Merger, the directors and officers of the Merging Entity shall have been removed or shall have resigned from their respective offices.

ARTICLE III

3.1 Agreement and Plan of Merger. A copy of this Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder of the Merging Entity.

3.2 Abandonment of Plan. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Effective Time by consent of the board of directors of each Constituent Entity.

3.3 Amendment of Plan. With respect to each Constituent Entity, this Agreement may not be amended, supplemented, or otherwise modified in any manner that affects such Constituent Entity except by an instrument in writing signed by or on behalf of such Constituent Entity.

ARTICLE IV

4.1 Deliverables; Further and Other Action; Authorization. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered by or on behalf of the Merging Entity, such forms, notices, certificates, contracts, agreements, deeds, instruments, and other documents, and there shall be taken or caused to be taken by or on behalf of the Merging Entity such further action, in each case as shall be desired, required, appropriate, or necessary as determined by the Surviving Entity in order to vest, perfect, or conform of record in the Surviving Entity, title to and possession of all authority, powers, privileges, benefits, interests, rights, property, assets, immunities, and franchises of the Merging Entity and otherwise to carry out the purposes of this Agreement, and the duly authorized directors and officers of the Surviving Entity are fully authorized in the name and on behalf of the Merging Entity to execute and deliver any and all such documents and to take any and all such actions.

ARTICLE V

5.1 Counterparts. This Agreement may be executed in one or more counterparts by facsimile signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.


5.2 Entire Agreement. This Agreement and the Merger Certificates embody the entire agreement among the Constituent Entities with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations, or warranties by or among the Constituent Entities other than those expressly stated or expressly provided for in this Agreement.

5.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois and, so far as applicable, the merger provisions of the Florida Business Corporation Act, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.


[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Constituent Entities have executed this Agreement as of the date first above written.

QUALITY CARRIERS, INC.

By: 
Name: Anne Laughlin
Title: Secretary

CORICO HOLDINGS INC

By: 
Name: Anne Laughlin
Title: Secretary