

P/6000090906

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ MAIL

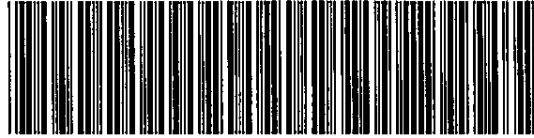
(Business Entity Name)

(Document Number)

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T. LEMIEUX

merger

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: New England Wholesale Fish & Lobster, Inc. (Document Number: P16000090906)

Name of Surviving Party

Please return all correspondence concerning this matter to:

Rachel Pressdee

Contact Person

Dinsmore & Shohl LLP

Firm/Company

301 Grant Street, Suite 2800

Address

Pittsburgh, PA 15219

City, State and Zip Code

rachel.pressdee@dinsmore.com

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

For further information concerning this matter, please call:

Rachel Pressdee

at (412) 230-8986

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

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Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
New England Wholesale, LLC	Florida	LLC

LOS - 29076

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>
New England Wholesale Fish & Lobster, Inc.	Florida	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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.

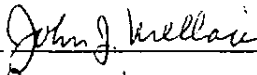
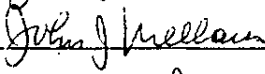
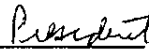
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
New England Wholesale Fish & Lobster, Inc.		John J. Mellaci, President
New England Wholesale, LLC		New England Wholesale Fish & Lobster, Inc., <u>Manager - Signed by</u> John J. Mellaci, President of New England Wholesale Fish & Lobster, Inc.
		

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 a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is effective as of November 17, 2016 between NEW ENGLAND WHOLESALE FISH & LOBSTER, INC., a Florida corporation ("**NEWFLI**") and NEW ENGLAND WHOLESALE, LLC, a Florida limited liability company ("**NEWL**").

PREAMBLE

A. NEWFLI is a corporation duly organized and validly existing under the laws of the State of Florida.

B. NEWL is a limited liability company duly organized and validly existing under the laws of the State of Florida and a wholly owned subsidiary of NEWFLI.

C. It is now the desire of NEWFLI and NEWL to merge their rights, privileges, permits and properties into one company in accordance with the terms and conditions hereinafter set forth, which limited liability company shall be hereinafter sometimes referred to as the "**Surviving Company**" and which limited liability company shall be NEWFLI.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Effective Time. The merger provided for by this Agreement shall become effective as of the time and date upon which the Articles of Merger is filed with the Florida Department of State Division of Corporations (the "**Effective Time**").
2. Merger. On the Effective Time, NEWFLI shall be merged with NEWL, and the separate existence of NEWL shall cease (the "**Merger**"). NEWFLI shall continue its existence under the laws of the State of Florida.
3. Articles of Incorporation. The Articles of Incorporation of the Surviving Company shall be the Articles of Incorporation of NEWFLI, as it exists as of the Effective Time.
4. Bylaws. The Bylaws of the Surviving Company shall be the Bylaws of NEWFLI, as they exist as of the Effective Time.
5. Directors and Officers. The directors and officers of the Surviving Company shall be the same as the directors and officers of NEWFLI, as it exists on the Effective Time. Such directors and officers shall continue to serve as the directors and officers of the Surviving Company until their successors are duly elected and qualified.
6. Status of Shares of Stock. On the Effective Time, by virtue of the Merger, all of the outstanding limited liability company units of NEWL, including all treasury units, shall be canceled and converted into shares of common stock of NEWFLI.
7. Effect of Merger. As of the Effective Time:

(a) The Surviving Company shall possess all the rights, privileges, powers, licenses and franchises and shall be subject to all the restrictions, disabilities, obligations and duties of NEWL;

(b) The Surviving Company shall be vested with all property, real, personal or mixed, and all debts due to NEWL on whatever account, as well as all actions relating to NEWL; and

(c) All property, rights, privileges, powers, licenses and franchises of NEWL shall be the property of the Surviving Company; provided that all rights of creditors and all liens upon any such property shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Time; and provided further, that all debts, obligations, liabilities and duties of NEWL shall, as of the Effective Time, be assumed by the Surviving Company as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

8. Approvals. Upon approval and execution of this Agreement by the Board of Directors and the sole member of NEWL and by the Board of Directors and the sole shareholder of NEWFLI, the Articles of Merger, attached hereto as Exhibit A, shall be duly executed on behalf of both the limited liability company and the corporation and such Articles of Merger shall be filed with the Florida Department of State Division of Corporations.

9. Delivery of Documents. NEWFLI agrees, as and when requested by NEWL, to execute and deliver, or cause to be executed and delivered all documents, and to take or cause to be taken all actions as the Surviving Company may deem necessary or desirable to vest in the Surviving Company title to and possession of any property of NEWL acquired or to be acquired by reason of the Merger, and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of NEWL until the Effective Time, and the proper officers and directors of the Surviving Company after the Effective Time, are fully authorized in the name of NEWL to take any and all such actions.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

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

NEW ENGLAND WHOLESALE FISH &
LOBSTER, INC.

NEW ENGLAND WHOLESALE, LLC

By: John J. Mellaci, President
John J. Mellaci, President

By: John J. Mellaci, President
John J. Mellaci, President