

**P21 000105191**

Florida Department of State  
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**MERGER OR SHARE EXCHANGE  
BARQUIN CAPITAL CORP.**

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**ARTICLES OF MERGER****OF****BARQUIN FOOD ENTERPRISE CORP., a Florida for-profit corporation  
(P21000105194)****WITH AND INTO****BARQUIN CAPITAL CORP., a Florida for-profit corporation  
(P21000105191)**

The following Articles of Merger are submitted to merge the following two Florida corporations in accordance with Sections 607.1101 – 607.1107 of the Florida Statutes:

1. The exact names, forms / entity types, and jurisdictions for each merging party are as follows:

- (a) Barquin Food Enterprise Corp., a Florida corporation (the "*Disappearing Entity*");  
and
- (b) Barquin Capital Corp., a Florida corporation (the "*Surviving Entity*").

2. Attached hereto as Exhibit A is a copy of the agreement and plan of merger (the "*Agreement and Plan of Merger*"), dated effective as of December 31, 2022, by and between the Surviving Entity and the Disappearing Entity, setting forth the plan of merger whereby the Disappearing Entity will merge with and into the Surviving Entity.

3. The Agreement and Plan of Merger was approved, ratified and adopted by the shareholders and directors of the Disappearing Entity by unanimous written consent on December 31, 2022, in accordance with the applicable provisions of Florida law.

4. The Agreement and Plan of Merger was approved, ratified and adopted by the shareholders and directors of the Surviving Entity by unanimous written consent on December 31, 2022, in accordance with the applicable provisions of Florida law.

5. The Surviving Entity is a domestic Florida entity. The principal office address of the Surviving Entity is 9607 Hilltop Drive, New Port Richey, FL 34654.

6. The merger shall become effective upon the filing date of this document by the Florida Department of State, Division of Corporations.

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**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered these Articles of Merger as of December 21, 2022.

**DISAPPEARING ENTITY:**

**BARQUIN FOOD ENTERPRISE CORP.**, a  
Florida corporation

By:   
Antonio J. Barquin, Director

**SURVIVING ENTITY:**

**BARQUIN CAPITAL CORP.**,  
a Florida corporation

By:   
Antonio J. Barquin, Director

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**EXHIBIT A**

[AGREEMENT AND PLAN OF MERGER]

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## AGREEMENT AND PLAN OF MERGER

OF

BARQUIN FOOD ENTERPRISE CORP., a Florida for-profit corporation  
(P21000105194)

WITH AND INTO

BARQUIN CAPITAL CORP., a Florida for-profit corporation  
(P21000105191)

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is entered into and made effective as of the 31 day of December 2022, by and between BARQUIN FOOD ENTERPRISE CORP., a Florida corporation (the "*Disappearing Entity*"), and BARQUIN CAPITAL CORP., a Florida corporation (the "*Surviving Entity*").

### BACKGROUND

**WHEREAS**, the shareholders, directors, and officers of the Disappearing Entity, and also the shareholders, directors and officers of the Surviving Entity, have determined that the transactions described in this Agreement are in the best interests of the parties hereto, and have approved the transactions outlined and described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements, obligations, representations, warranties and covenants herein contained, the parties agree as follows:

### PLAN OF MERGER

1. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of Chapter 607 of the Florida Statutes, at the Effective Time (as defined below) of the merger, the Disappearing Entity shall be merged with and into the Surviving Entity (the "*Merger*"). As a result of the Merger, the separate existence of the Disappearing Entity shall thereupon cease, and the Surviving Entity shall continue as the surviving entity of the Merger. The Disappearing Entity and Surviving Entity are collectively the "*Constituent Entities*".

2. The Merger shall become effective as of 11:59 PM on December 31, 2022 (the "*Effective Time*"), regardless of and irrespective to the date and time of filing any documents or instruments with the Florida Department of State, Division of Corporations.

3. The Articles of Incorporation of the Surviving Entity, as in effect on December 31, 2022, shall be the Articles of Incorporation governing and controlling the Surviving Entity after the Effective Time.

4. The principal office address of the Surviving Entity is 9607 Hilltop Drive, New Port Richey, FL 34654.

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5. As of the Effective Time, by virtue of the Merger, and without any action on the part of the shareholders, directors, officers or managers of the Constituent Entities, the shares of stock of the Disappearing Entity (which are issued and outstanding immediately prior to the Effective Time) will be automatically cancelled and redeemed, and the shareholders of the Disappearing Entity shall be entitled to receive and shall be allocated all of the outstanding common stock of the Surviving Entity.

6. The legal consideration for the Merger is the express agreement that the shareholders of the Disappearing Entity will own and hold the same percentages of stock of the Surviving Entity after completion of the Merger owned and held of the Disappearing Entity prior to completion of the Merger. Accordingly, as of the Effective Time of the Merger, the Surviving Entity shall cancel and redeem all of the shares issued to the Disappearing Entity and shall issue all of its outstanding shares of common stock to the shareholders of the Disappearing Entity.

7. The Constituent Entities, including all their shareholders, directors and officers, intend for the Merger to be a tax-free reorganization pursuant to Section 368(a)(1)(A) of the U.S. Internal Revenue Code and the U.S. Treasury Regulations promulgated thereunder.

8. The Surviving Entity shall possess and retain every interest in all assets and properties, of every kind, type and description, of the Constituent Entities. The rights, benefits, privileges, immunities, powers, franchises and authority, of a public and private kind and nature, of each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The title to, and any interest in, all real estate vested in either of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger.

9. All obligations, liabilities and debts belonging to or due to each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The Surviving Entity shall be liable and responsible for all of the obligations, liabilities and debts of each of the Constituent Entities existing as of the Effective Time.

10. Notwithstanding anything herein to the contrary, this Agreement may be rescinded, cancelled or terminated, and the Merger may be halted or abandoned, at any time prior to the Effective Time by mutual agreement evidenced by written resolutions of the shareholders, directors and officers of the Constituent Entities. If the Articles of Merger have been filed prior to the halting or abandonment of the Merger, for any reason, either party may execute and file an appropriate certificate or instrument with the Florida Department of State, Division of Corporations in order to immediately halt or abandon the Merger.

11. This Agreement may not be amended, modified, supplemented or restated, except by a writing executed by all of the parties hereto.

12. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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13. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida, without resort to choice of law principles.

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of December 21, 2022.

**BARQUIN FOOD ENTERPRISE CORP., a  
Florida corporation**

By: Antonio J. Barquin, Director

BARQUIN CAPITAL CORP.,  
a Florida corporation

By: Antonio J. Barquin, Director

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