

**AGREEMENT AND PLAN OF MERGER
OF
L&P CAPITAL, LLC
INTO
PRESS COMMUNICATIONS, LLC**

**ARTICLE I
Constituent Entities**

1. The name, jurisdiction of formation and type of entity of each of merging entity (the Constituent Entities”) are:

<u>Name</u>	<u>Jurisdiction of Formation</u>	<u>Type of Entity</u>
L&P Capital, LLC	Florida	Limited Liability Company
Press Communications, LLC	Delaware	Limited Liability Company

2. The name of the Surviving Limited Liability Company is Press Communications, LLC. and subsequent to the merger its name shall remain Press Communications, LLC.

**ARTICLE II
Terms and Conditions of Proposed Merger**

1. The terms and the conditions of the proposed merger are as follows:

(a) The interest of each of the Members of each Constituent Entity immediately before the effective date of the proposed Merger are reflected on Exhibit A , under Columns A and B respectively, attached hereto and made a part hereof. Upon the effective Date of the Merger, they shall be converted into interests of the Surviving Limited Liability Company as reflected under Column C on such Exhibit A.

(b) The Operating Agreement of the Surviving Limited Liability Company, as it exist on the effective date of the merger, shall be and remain the Operating Agreement of the

Surviving Limited Liability Company until the same shall be altered, amended or repealed as provided therein.

(c) The first annual meeting of the members of the Surviving Limited Liability Company shall be held after the effective date of the merger shall be deemed the next annual meeting.

(d) The first regular meeting of the members of the Surviving Limited Liability Company shall be held as soon as practicable after the date when the merger shall become effective and may be called or may be convened in the manner provided in the surviving limited liability company's Operating Agreement.

(e) When the merger shall become effective, the separate existence of L&P Capital, LLC shall cease and said limited liability company shall be merged in accordance with the provisions of this plan into Press Communications, LLC which shall survive such merger and shall continue in existence and shall, without other transfer, succeed to and possess all the rights, privileges, immunities, powers and purposes of each of the Constituent Entities, and all of the property, real and personal including subscriptions for Membership Interest, causes of action in every other asset of each of the Constituent Entities, including, without limitation, the name, trademarks, trade names of each Constituent Entity, shall vest in such Surviving Limited Liability Company without further act or deed, except that if the Surviving Limited Liability Company shall at any time deem it desirable that any further assignment or assurance shall be given to fully accomplish the purposes of this merger, the members of either Constituent Entity shall do all things necessary, including the execution of any and all relevant documents, to properly effectuate the merger; the Surviving Limited Liability Company shall assume and be liable for all the liabilities, obligations and

penalties of each of the Constituent Entities. No liability or obligations due or to become due, claim or demand for any cause existing against either Constituent Entity, or any member or partner thereof, shall be released or impaired by such merger. No action or proceeding, civil and criminal, then pending by or against either Constituent Entity, or any partner or member thereof, shall abate or be discontinued by such merger, but may be enforced, prosecuted, settled or compromise as if such merger had not occurred, or the Surviving Limited Liability Company may be substituted in such action in place of either Constituent Entity.

ARTICLE III
Miscellaneous Provisions

1. This plan shall be submitted to the respective members of the Constituent Entities as provided for by law for the adoption thereof by the requisite votes of the Constituent Entities as provided by law, all in accordance with the Florida Revised Limited Liability Company Act Title 605.1021-605.1026 and Del Code Section 18-209.

2. If, at any time prior to the effective date hereof, events or circumstances occur, which in the opinion of the majority of the members of either Constituent Entity, renders it inadvisable to consummate the merger, this plan of merger shall not become effective even though the provisions previously adopted by the members of the Constituent Entities are herein before provided. The filing of the merger shall conclusively establish that no action terminate this plan has been taken by the members of either Constituent Entity.

3. For convenience of the parties and to facilitate the approval of this Plan this Plan of Merger may be executed electronically and in one or more counterparts (including facsimile, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com),

each of which will be deemed an original and all of which together will constitute one and the same instrument.

4. The effective date of this plan in Delaware and Florida shall be 11:59 p.m. on the 31st day of March, 2016 so long as such date and time is not later than 90 days after the first to occur of the filing of the Articles of Merger by the Florida Secretary of State and filing of the Certificate of Merger with the Delaware Department of State, Division of Corporations.

ARTICLE IV
Certificate of Formation of Surviving Limited Liability Company

1. The Certificate of Formation of the Surviving Limited Liability Company is to contain the following amendments and changes:

(a) No changes or amendments.

2. The foregoing plan has been duly approved by the respective partners and members of each Constituent Entity by unanimous consent on the following dates:

Name of Corporation

Dates of Approval

L&P Capital, LLC

March 22, 2016

Press Communications, LLC

March 22, 2016

L&P CAPITAL, LLC

PRESS COMMUNICATIONS, LLC

By:



By:



EXHIBIT A
PERCENTAGE CHART

	A	B	C
Member	PCLLC	L&P Capital	PCLLC Merged
Jules L. Plangere, III 2010 Trust	0.00%	48.00%	46.16%
J&D Lending, LLC	0.00%	30.00%	28.81%
Alfred D. Colantoni	16.50%	12.00%	12.28%
Robert E. McAllan	16.50%	10.00%	10.52%
Jules L. Plangere, III	16.50%	0.00%	0.76%
Mark D. Lass	16.50%	0.00%	0.00%
Jules L. Plangere, Jr.	16.50%	0.00%	0.57%
E. Donald Lass	7.00%	0.00%	0.30%
Richard T. Morena	10.50%	0.00%	0.60%
Totals	100.00%	100.00%	100.00%