

L120000142267

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

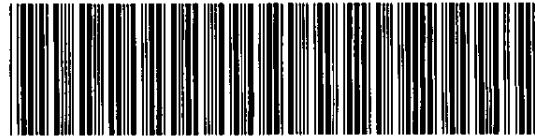
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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11/18/13--01003--011 **50.00

RECEIVED
DEPARTMENT OF STATE
13 NOV 18 AM 11:08

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
13 NOV 18 PM 2:13

NOV 26 2013
T. CARTER



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

13 NOV 25 PM 4:11

DEPARTMENT OF STATE

November 19, 2013

CAPITAL CONNECTION, INC.
417 E. VIRGINIA STREET
SUITE 1
TALLAHASSEE, FL 32301 US

SUBJECT: LGP 1930 LLC.
Ref. Number: L12000003409

We have received your document for LGP 1930 LLC. and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document is illegible and not acceptable for imaging.

Page 3 of 6 is not suitable for imaging.

In the the Agreement and Plan of Merger some of the wording is cut off and illegible (i.e. paragraphs 1, 4, 6, 10, 11, and any other wording that is difficult to read.)

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tina D Carter
Regulatory Specialist

Letter Number: 913A00026698

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

LGP 1930 LLC

Signature _____

Requested by: Seth

11/25/13

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
____ Cert. Copy _____
____ Photo Copy _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____

SEAL OF THE STATE
TALLAHASSEE, FLORIDA
13 NOV 18 PM 2:13

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
LGP 1930, LLC	Florida	LLC
L24M, LLC	Florida	LLC

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>
L24M, LLC	Florida	LLC

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, 608, 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:

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 survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

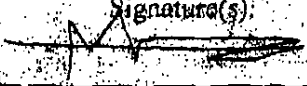
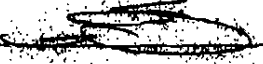
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1930 Bay Road
Miami Beach, Florida 33139

Mailing address: 1930 Bay Road
Miami Beach, Florida 33139

I, _____, Secretary of State as its agent for service of process, do hereby certify that the foregoing is a true and correct copy of each limited liability company, partnership, corporation, or other business entity as filed with me.

Signature(s) for Each Party:

Name of Party (Organization)	Signature(s)	Typed Name
MADEIRA, MARY		MADEIRA, MARY
CONAGRI, INC. TRIMMCO		CONAGRI, INC.

Certifications:

General partnership:	Chairman, Vice Chairman, President or Director
Florida Limited Partnership:	(If no directors selected, signature of a general partner)
General Partnership:	Signature of a general partner or authorized person
Florida Limited Partnership:	Signatures of all general partners
General Partnership:	Signature of a general partner
Limited Liability Company:	Signature of a member or authorized person

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into on September 26, 2013, by and among **L24M, LLC** a limited liability company organized and existing under the laws of the State of Florida (the Surviving LLC), & **LGP 1930, LLC** a limited liability company organized and existing under the laws of the State of Florida (the Merged LLC).

WHEREAS, all of the membership interests of the Surviving LLC are owned by Mark Iacano;

WHEREAS, all of the membership interests of the Merged LLC are owned by Mark Iacano;

WHEREAS, the sole member of the Surviving LLC and the Merged LLC has deemed it advisable and to the advantage of the two limited liability companies that the Merged LLC merge into the Surviving LLC upon the terms and conditions provided in this agreement;

WHEREAS, the sole member of the Surviving LLC and the Merged LLC has approved this Agreement and Plan of Merger.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth, the Surviving LLC and the Merged LLC agree to merge in accordance with the following plan:

1. Merger. The Merged LLC shall be merged with and into the Surviving LLC, and the Surviving LLC shall survive the merger as provided by the limited liability company laws of the State of Florida and this Agreement and Plan of Merger. As soon as practicable an appropriate Certificate of Merger shall be signed, verified and delivered for filing with the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law upon the filing of a Certificate of Merger (the "Effective Time").

2. Directors and Officers and Governing Documents. Mark Iacano the sole member of the Surviving LLC shall be the sole member upon the Effective Time as he was prior for the prior Surviving LLC. The Articles of Organization of the Surviving LLC shall upon the Effective Time continue to be the Articles of Organization of the Surviving LLC as the Surviving LLC without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Operating Agreement of the Surviving LLC, as in effect at the Effective Time, shall continue to be the Operating Agreement of the Surviving LLC as the Surviving LLC without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Rights and Liabilities of Merged LLC. At and after the Effective Time, the Surviving LLC shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merged LLC; any and all property, real, personal and mixed, and any and all debts due the Merged LLC on whatever account, and all other choses in action, and all and every other interest of either of the Merged LLC shall be taken and transferred to and vested in the Surviving LLC without further act or deed; and the title to any real estate, or any interest therein, vested in any of such limited liability companies shall not prevent or be in any way impaired by reason of the merger.

4. Further Assurances. From time to time, when required by the Surviving LLC, there shall be executed and delivered on behalf of each of the Merged LLC 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 or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving LLC the title to and possession of powers, franchises and authority of each of the Merged LLC and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the members of the Surviving LLC are fully authorized in the name and on behalf of the Merged

LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Stock of the Merged LLC. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, (A) each unit of membership interest of the Merged LLC held as of record by any person or entity who immediately prior thereto is also a member of the Surviving LLC shall be changed and converted into one (1) unit of membership interest of the Surviving LLC, and (B) each unit of membership interest of the Merged LLC held as of record by any person or entity who immediately prior thereto is not also a member of the Surviving LLC shall be purchased by the Surviving LLC for an aggregate purchase price of \$.01 per unit. Any units of membership interest of the Merged LLC purchased by the Surviving LLC as aforesaid shall immediately thereafter be retired and cancelled by the Surviving LLC.

6. Membership Interests in the Surviving LLC. Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each unit of membership interest in the Surviving LLC outstanding immediately prior thereto shall retain the status of an authorized, issued and outstanding unit of membership interest in the Surviving LLC.

7. Certificates of Membership Interest. At and after the Effective Time, each certificate representing units of membership interest in the Merged LLC shall be exchanged for certificates representing the number of units of membership interest in the Surviving LLC described in paragraph 5 hereof. Promptly upon such exchange, the Surviving LLC shall cause to be cancelled and retired each such certificate representing units of membership interest in the Merged LLC issued pursuant to the immediately preceding sentence. Until so exchanged, cancelled and retired, each such certificate, upon and after the Effective Time, shall be deemed for all purposes, other than the payment of distributions, if any, to members, to represent the number of units of membership interest in the Merged LLC represented thereby.

8. Employee Benefit Plans. As of the Effective Time, the Surviving LLC shall assume all obligations of each of the Merged LLC under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. Book Entries. As of the Effective Time, entries shall be made upon the books of the Surviving LLC in respect of this Agreement and Plan of Merger in accordance with the following: the assets and liabilities of each of the Merged LLC immediately prior to the Effective Time shall be recorded on the books of the Surviving LLC at the same amounts at which they were carried on the books of the Merged LLC immediately prior to the Effective Time.

10. Appointment of Agent. The Surviving LLC hereby consents to service of process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of the Merged LLC, and hereby irrevocably appoints the Secretary of State of each such jurisdiction as the Surviving LLC's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed by the Secretary of State of each such jurisdiction is Robert Switkes, Esq. 407 Lincoln Road, Penthouse Southeast, Miami Beach, Florida 33139.

11. Amendment. At any time before or after approval and adoption by the members of the Merged LLC and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined by majority vote of the members of the Merged LLC to be necessary, desirable or expedient; provided, however, that, after approval of the

members of the Merged LLC, such amendment may not materially and adversely affect the rights and interests of the members of the Merged LLC.

12. **Abandonment.** At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by majority vote of the members of the Merged LLC, notwithstanding approval of this Agreement and Plan of Merger by the members of the Surviving LLC or by the members of the Merged LLC or any of them.

13. **Counterparts.** In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the members of each of the Merged LLC and the Surviving LLC has caused this Agreement and Plan of Merger to be executed by its Managing Member, as of the date first above written.

LGP1930, LLC

By: 
Mark Iacano, Managing Member

L24M, LLC

By: 
Mark Iacano, Managing Member