

L21000431567

Florida Department of State
 Division of Corporations
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To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : CAPITOL SERVICES, INC.
Account Number : I20160000017
Phone : (855)498-5500
Fax Number : (800)432-3622

2021 Nov 23 PM 3:45

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

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 2021 NOV 23 AM 9:30
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
CAPE AEROSPACE, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$58.75

\$20

NOV 24 2021
S. PRATHER

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Cape Aerospace, LLC, a Florida limited liability company

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

A Fuller Glaser, Jr.

Contact Person

Sandberg Phoenix & von Gontard, P.C.

Firm/Company

600 Washington Avenue, 15th Floor

Address

St. Louis, MO 63101

City, State and Zip Code

aglaser@sandbergphoenix.com

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

For further information concerning this matter, please call:

A Fuller Glaser, Jr. at **(314) 446-4259**

Name of Contact Person

Area Code

Daytime Telephone Number

Certified copy (optional) \$30.00

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 Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
<u>Cape Aerospace Jets, LLC</u>	<u>Missouri</u>	<u>limited liability company</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2021 NOV 23 AM 9:30

FILED

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>
<u>Cape Aerospace, LLC</u>	<u>Florida</u>	<u>limited liability company</u>

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

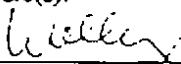
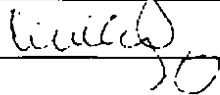
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: 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:

Date of filing.

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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Cape Aerospace Jets, LLC		William K. Kapp, III, Manager
Cape Aerospace, LLC		William K. Kapp, III, Manager

- | | |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------|
| Corporations: | Chairman, Vice Chairman, President or Officer
<i>(If no directors selected, signature of incorporator.)</i> |
| 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 an authorized person |

Fees:	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

STATE OF FLORIDA
 DEPARTMENT OF STATE
 TALLAHASSEE, FLORIDA
 2021 NOV 23 AM 9:30
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 5th day of October, 2021, by and among CAPE AEROSPACE, LLC, a limited liability company organized and existing under the laws of the State of Florida, having an office at 1285 Creekside Blvd. East, Naples, Florida 34109 (the "Surviving LLC"), and CAPE AEROSPACE JETS, LLC, a limited liability company organized and existing under the laws of the State of Missouri having an office at 3255 Independence St., Cape Girardeau, MO 63701 (the "Merging LLC").

WHEREAS, the Member of the Surviving LLC and the Member of the Merging LLC have deemed it advisable and to the advantage of the parties that the Merging LLC merge into the Surviving LLC upon the terms and conditions herein provided; and

WHEREAS, the respective Members of the Surviving LLC and the Merging LLC have approved this Agreement and Plan of Merger in accordance with the Missouri Limited Liability Company Act and the Florida Limited Liability Company Act.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Surviving LLC and the Merging LLC hereby agree to merge in accordance with the following plan:

1. **Merger.** The Merging LLC shall be merged with and into the Surviving LLC, and the Surviving LLC shall survive the merger, all as, and with the effect, provided by the Missouri Limited Liability Company Act, the Florida Limited Liability Company Act and this Agreement. As soon as practicable after the execution of this Agreement, an appropriate Notice of Merger shall be signed and delivered for filing with the Missouri Secretary of State and the appropriate Certificate of Merger shall be signed and delivered for filing with the Florida Secretary of State. This Agreement shall become effective for purposes of all applicable laws at 5:00 p.m. on the date that the Certificate of Merger is filed with the Florida Secretary of State (hereinafter referred to as the "Effective Time").

2. **Managers and Governing Documents.** The Manager and Member of the Surviving LLC shall be the same upon the Effective Time as they are for the Surviving LLC immediately prior thereto. The Articles of Organization of the Surviving LLC shall continue to be the Articles of Organization of the Surviving LLC without change or amendment until further amended in accordance with the provisions of said Articles of Organization and the Florida Limited Liability Company Act. 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 the Florida Limited Liability Company Act.

3. **Rights and Liabilities of Merging LLC.** At and after the Effective Time, the Surviving LLC shall possess and be entitled to: (i) all of the rights, privileges and interests of each and every kind and nature of the Merging LLC; (ii) any and all assets, real property, personal property; (iii) any and all debts and obligations due the Merging LLC on whatever account; and (iv) any and all other choses in action (the "Merged Assets"). All of the Merged Assets of the Merging LLC shall be transferred to and vested in the Surviving LLC automatically at the Effective Time without further act or deed; and the title to any real

estate, or any interest therein, vested in any of such entities shall not prevent or be in any way impaired by reason of the merger.

4. **Further Assurances.** From time to time, as and when required by the Surviving LLC, there shall be executed and delivered by or on behalf of the Merging LLC such deeds and other agreements, documents and instruments, and there shall be taken or caused to be taken by or on behalf of the Merging LLC 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 the Merged Assets and the rights, powers, privileges, assets, real and personal property and authority of the Merging LLC and otherwise to carry out the purposes of this Agreement. By execution of this Agreement, the Manager of the Surviving LLC is fully authorized in the name and on behalf of the Merging LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds, agreements, documents and other instruments.

5. **Membership Interests in the Merging LLC.** Upon the Effective Time, by virtue of this Agreement, each membership and economic interest in the Merging LLC held as of record immediately prior thereto shall be changed and converted into an equivalent membership and economic interest in the Surviving LLC automatically and without any action on the part of the holder thereof.

6. **Membership Interests in the Surviving LLC.** Upon the Effective Time, by virtue of this Agreement and Plan of Merger, each membership and economic interest in the Surviving LLC outstanding immediately prior thereto shall retain the status of a membership or economic interest in the Surviving LLC.

7. **Obligations of the Merging LLC.** As of the Effective Time, the Surviving LLC shall assume and be bound by and perform all obligations of the Merging LLC in effect as of such time.

8. **Accounting Entries.** As of the Effective Time, the assets, liabilities and capital accounts of each of the Merging 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 Merging LLC immediately prior to the Effective Time.

9. **Appointment of Agent.** The Surviving LLC hereby consents to service of process in the State of Missouri in any action or special proceeding for the enforcement of any liability or obligation of the Merging LLC, and hereby irrevocably appoints the Missouri Secretary of State of 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 Missouri is 1285 Creekside Blvd. East, Naples, FL 34102.

10. **Amendment.** This Agreement may be amended only in a written agreement signed by both the Surviving LLC and the Merging LLC.

11. **Counterparts.** In order to facilitate the execution of this Agreement and the filing of any and all necessary certificates documenting the transactions contemplated by this Agreement, this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same Agreement.

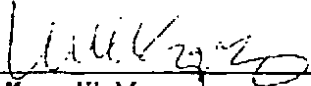
IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the Members of each of the Merging LLC and the Surviving LLC has caused this Agreement and Plan of Merger to be executed by its Manager, as of the date first above written.

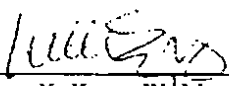
Merging LLC:

Surviving LLC:

CAPE AEROSPACE JETS, LLC, a Missouri limited liability company

CAPE AEROSPACE, LLC, a Florida limited liability company

By: 
William K. Kapp, III, Manager

By: 
William K. Kapp, III, Manager

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UNANIMOUS CONSENT OF THE SOLE MEMBER AND SOLE MANAGER
OF
CAPE AEROSPACE JETS, LLC

Dated: 11/23, 2021

Pursuant to Section 347.083 of the Missouri Limited Liability Company Act, the undersigned, being the sole Member and sole Manager of CAPE AEROSPACE JETS, LLC, a Missouri limited liability company (the "Company"), hereby adopt the following resolutions for the Company and consent to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the Members of the Company at a meeting duly held:

WHEREAS, the sole Member and the sole Manager of the Company have determined that it is in the Company's best interests to merge with and into CAPE AEROSPACE, LLC, a limited liability company organized and existing under the laws of the State of Florida;

BE IT HEREBY RESOLVED, that the Company merge with and into CAPE AEROSPACE, LLC, a limited liability company organized and existing under the laws of the State of Florida;

FURTHER RESOLVED, that the Agreement and Plan of Merger in the form attached to these resolutions as Exhibit A be, and it hereby is, approved and authorized in all respects;

FURTHER RESOLVED, that William K. Kapp, III in his capacity as sole Manager of the Company be, and hereby is, authorized, directed and instructed to execute the Agreement and Plan of Merger and any documents necessary and proper to effectuate the transactions contemplated by the Agreement and Plan of Merger;

FURTHER RESOLVED, that William K. Kapp, III in his capacity as sole Manager of the Company shall cause the Notice of Merger to be filed with the Missouri Secretary of State on the earliest date after the execution thereof;

FURTHER RESOLVED, that William K. Kapp, in his capacity as sole Manager of the Company be, and hereby is, authorized and directed to take such actions and to make, execute, deliver and file on behalf of this Company, such papers, certificates, instruments and other documents as may be necessary or desirable to carry out the intent and purposes of the foregoing resolutions;

FURTHER RESOLVED, that William K. Kapp, III in his capacity as sole Manager of the Company be, and hereby is, authorized, and directed to do all things and acts necessary or desirable in order to carry out the purpose and intent of the above resolutions, and that all of the acts and doing, whether heretofore or hereafter done or performed, by him on behalf of the Company, in good faith and in furtherance of the above resolutions are hereby in all respects ratified, approved and confirmed.

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FURTHER RESOLVED, that this Consent shall be filed with the records of the Company.

William K. Kapp, III Revocable Trust dated
May 5, 2000, as amended

By: W.K.K.
William K. Kapp, III, Trustee

W.K.K.
William K. Kapp, III

By: M.K.
Marybeth Kapp, Trustee

Being the sole Member

Being the sole Manager

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UNANIMOUS CONSENT OF THE SOLE MEMBER AND SOLE MANAGER
OF
CAPE AEROSPACE, LLC

Dated: Oct 31, 2021

Pursuant to Section 608.422 of the Florida Limited Liability Company Act, the undersigned, being the sole Member and the sole Manager of CAPE AEROSPACE, LLC, a Florida limited liability company (the "Company"), hereby adopt the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the Members and Manager of the Company at meetings duly held:

WHEREAS, the sole Manager and the sole Member of the Company have determined that it is in the Company's best interests to merge with CAPE AEROSPACE JETS, LLC, a limited liability company organized and existing under the laws of the State of Missouri and that the Company shall be the surviving limited liability company in such merger;

BE IT HEREBY RESOLVED, that CAPE AEROSPACE JETS, LLC, a limited liability company organized and existing under the laws of the State of Missouri merge with and into the Company and that the Company shall be and hereby is the surviving limited liability company in such merger.

FURTHER RESOLVED, that the Agreement and Plan of Merger in the form attached to these resolutions as Exhibit A be, and it hereby is, approved and authorized in all respects;

FURTHER RESOLVED, that William K. Kapp, III in his capacity as sole Manager of the Company be, and hereby is, authorized, directed and instructed to execute the Agreement and Plan of Merger and any documents necessary and proper to effectuate the transactions contemplated by the Agreement and Plan of Merger;

FURTHER RESOLVED, that William K. Kapp, III in his capacity as sole Manager of the Company shall cause the Certificate of Merger to be filed with the Florida Department of State on the earliest date after the execution thereof;

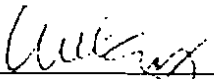
FURTHER RESOLVED, that William K. Kapp, in his capacity as sole Manager of the Company be, and hereby is, authorized and directed to take such actions and to make, execute, deliver and file on behalf of this Company, such papers, certificates, instruments and other documents as may be necessary or desirable to carry out the intent and purposes of the foregoing resolutions;

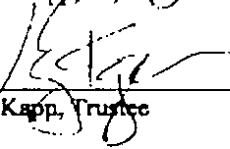
FURTHER RESOLVED, that William K. Kapp, III in his capacity as sole Manager of the Company be, and hereby is, authorized, and directed to do all things and acts necessary or desirable in order to carry out the purpose and intent of the above resolutions, and that all of the acts and doing, whether heretofore or hereafter done or performed, by him on behalf of the Company, in good faith and in furtherance of the above resolutions are hereby in all respects ratified, approved and confirmed.

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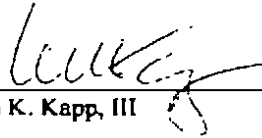
FURTHER RESOLVED, that this Consent shall be filed with the records of the Company.

William K. Kapp, III Revocable Trust dated
May 5, 2000, as amended

By: 
William K. Kapp, III, Trustee

By: 
Marybeth Kapp, Trustee

Being the sole Member


William K. Kapp, III

Being the sole Manager