

A05706

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R. WHITE

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: WLAE, LLC, a Delaware 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:

Robert R. Rocke

Contact Person

Rocke, McLean & Sbar, PA

Firm/Company

2309 S. MacDill Avenue

Address

Tampa, FL 33131

City, State and Zip Code

rrocke@rmslegal.com

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

For further information concerning this matter, please call:

Melissa Lamoureux

(Name of Contact Person)

at (813) 769-5600

(Area Code and Daytime Telephone Number)

X Certified copy (optional) \$52.50

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

17.1.1 1993

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

THIRD: The date the merger is effective under the governing laws of the surviving party is: upon filing with the Delaware Department of State.

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FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address: 2309 S. MACDILL AVENUE
TAMPA FL 33629

Mailing address: 2309 S. MACDILL AVENUE
TAMPA FL 33629

SIXTH: Other provisions, if any, relating to the merger:

See Plan of Merger attached hereto as Exhibit A

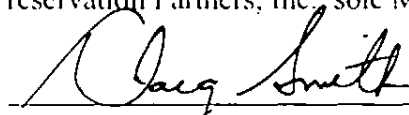
SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

Wolfs' Lair Ltd – Merged Entity

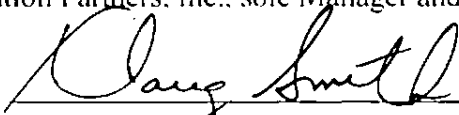
By: WLAE, LLC, sole general partner of Wolf's Lair Ltd.

By: Carolina Preservation Partners, Inc., sole Manager and Member of WLAE, LLC

By: 
Doug Smith, President

WLAE, LLC, - Surviving Entity

By: Carolina Preservation Partners, Inc., sole Manager and Member of WLAE, LLC

By: 
Doug Smith, President

Fees: Filing Fees: \$52.50 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)

Exhibit A

Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made and entered into this 11/4th day of July, 2017, by and between **WOLFS' LAIR LTD.**, a Florida limited partnership (the "Merged Partnership") and **WLAE, LLC**, a Delaware limited liability company (the "Surviving Company").

WITNESSETH:

WHEREAS, the Merged Partnership is a Florida limited partnership formed on August 29th, 1977 - Document Number A05706;

WHEREAS, pursuant to the Order of the United State Bankruptcy Court for the Middle District of Florida, Tampa Division dated March 6, 2012, in reference to Case No. 8:94-bk-6261-PM G, and the Settlement Agreement confirmed and approved thereby, the sole General Partner of the Merged Partner is the Surviving Company, who has the sole and exclusive authority to act on behalf of the Merged Partnership;

WHEREAS, the Surviving Company acquired and became the sole owner of all limited partnership interests, economic interests or other interests, under all laws, in and to the Merged Partnership, and, as such, the Merged Partnership is a wholly owned subsidiary of the Surviving Company;

WHEREAS, the Surviving Company, in its capacity as the sole General Partner of the Merged Partnership, deems it advisable that the Merged Partnership merge with and into the Surviving Company pursuant to Section 620.2106 of the Florida Revised Uniform Limited Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act so that effective upon the date of filing, the Merged Partnership shall no longer exist as a separate legal entity, and shall be merged with and into its parent company, the Surviving Company, with the latter surviving to all of the Merged Partnership's rights, assets, liabilities and obligations as a matter of law (hereinafter called the "Merger");

WHEREAS, the Surviving Company deems it advisable and in the best interests of the Surviving Company to survive the Merger and be the Surviving Company, and its corporate existence as a continuing limited liability company under the laws of the State of Delaware shall not be affected in any manner by reason of the Merger except as set forth herein;

WHEREAS, this Plan of Merger was approved and adopted by the General Partner of the Merged Partnership pursuant Section 620.1406 of the Florida Revised Uniform Limited Partnership Act and by the sole Manager and Member of the Surviving Company pursuant to Section 18-404 of the Delaware Limited Liability Company Act.

NOW THEREFORE, in consideration of the mutual covenants, agreements and provisions contained herein, the parties hereto agree, in accordance with the relevant provisions of the Florida Revised Limited Partnership Act and the Delaware Limited Liability Company Act, that the Merged Partnership shall be and hereby is merged with and into the Surviving

Company, and that the terms and conditions of the Merger, the mode of carrying the same into effect, and the manner and basis of converting or otherwise dealing with the partnership interests of the Merged Partnership shall be as hereinafter set forth.

ARTICLE I

PARTNERSHIP EXISTENCE

A. Upon the Merger becoming effective, (i) the separate legal existence of the Merged Partnership shall cease, (ii) the Surviving Company shall continue and be governed by the laws of the State of Delaware, (iii) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to the Merged Partnership shall be taken and be deemed to be transferred to and vested in the Surviving Company and shall be thereafter as effectively the property of the Surviving Company as they were the property of the Merged Partnership, and (iv) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in the Merged Partnership shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in the Surviving Company. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of the Merged Partnership shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of the Merged Partnership shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as they had been incurred or contracted by it.

B. The identity, existence, purposes, powers, franchises, rights and immunities, whether public or private, of the Surviving Company shall continue unaffected and unimpaired by the Merger, except as modified in this Agreement.

ARTICLE II

CERTIFICATE OF FORMATION OF SURVIVING COMPANY

The Certificate of Formation of the Surviving Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Certificate of Formation of the Surviving Company until the same shall be altered, amended or repealed.

ARTICLE III

OPERATING AGREEMENT OF SURVIVING COMPANY

The Limited Liability Company Operating Agreement of the Surviving Company in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Limited Liability Company Operating Agreement of the Surviving Company until the same shall be altered, amended or repealed.

ARTICLE IV
MANAGEMENT AND OWNERSHIP OF SURVIVING COMPANY

Upon the Merger becoming effective, the Managers, Officers and Members of the Surviving Company in effect immediately prior to the time the Merger becomes effective shall be and remain the Managers, Officers and Members of the Surviving Company.

ARTICLE V
CANCELLATION OF PARTNERSHIP INTERESTS

Upon the Merger becoming effective, as a merger of a subsidiary into a parent entity, all partnership interests of the Merged Partnership, whether general partnership interests, limited partnership interests or economic interests, shall be cancelled completely, and not exchanged for any membership interests in the Surviving Company. Upon the effective date, by virtue of the Merger and without any action on the part of any holder thereof, each membership interest issued and outstanding immediately prior to the effective time of the Merger shall remain the same without any change whatsoever, so that upon full consummation of the Merger: (i) the Surviving Company shall continue to have a single membership interest issued and outstanding, and the percentage of ownership of the sole Member of the Surviving Company immediately after the consummation of the Merger shall be identical to the percentage ownership of sole Member as it existed immediately prior to the consummation of the Merger.

ARTICLE VI
APPROVAL OF MERGER

This Agreement and Plan of Merger has been approved by the General Partner of the Merged Partnership and the sole Manager and Member of the Surviving Company as of July 11, 2017.

ARTICLE VII
EFFECTIVE DATE OF MERGER

This Merger shall become effective upon filing with the Secretary of State of Delaware and Florida.

ARTICLE VIII
TAX CONSEQUENCES

It is intended by the Merged Partnership and Surviving Company that this Merger be governed by the rules and regulations promulgated under the Internal Revenue Code of 1986, as amended, entitled "a mere change in identity, form, or place of organization of one corporation, however effected" so that no gain or loss will be recognized by the Merged Partnership, the Surviving Company or their respective partners or members for federal income tax purposes.

ARTICLE IX
GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, and so far as applicable, the merger provisions of the Revised Florida Uniform Limited Partnership Act.

(Signature pages below)

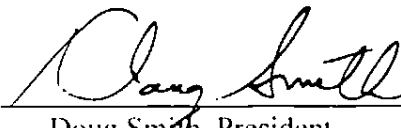
IN WITNESS WHEREOF, the Merged Partnership and the Surviving Company have signed and executed this Plan of Merger as of the day and year first above written.

“MERGED PARTNERSHIP”

WOLFS’ LAIR LTD., a Florida limited partnership

WLAE, LLC, a Delaware limited partnership its
sole General Partner

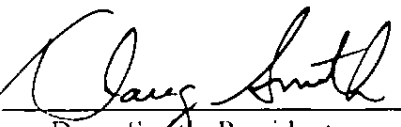
Carolina Preservation Partners, Inc., sole
Manager and Member of WLAE, LLC

By: 
Doug Smith, President

“SURVIVING COMPANY”

WLAE, LLC, a Delaware limited liability company

Carolina Preservation Partners, Inc., sole
Manager and Member of WLAE, LLC

By: 
Doug Smith, President