

L030000243/5

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

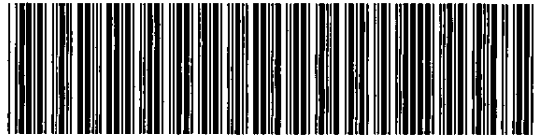
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



100118102891

02/15/08--01020--003 **30.00

02/28/08--01006--010 **50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3:23

T. HAMPTON

FEB 28 2008

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: AIRPORT GLADES, LLC
(Name of Surviving Party)

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

Please return all correspondence concerning this matter to:

CARRIE HILTON
(Contact Person)

BRADLEY ASSOCIATES
(Firm/Company)

225 N MICHIGAN AVE 11TH FL
(Address)

CHICAGO, IL 60601
(City, State and Zip Code)

For further information concerning this matter, please call:

CARRIE HILTON at (312) 819-6982
(Name of Contact Person) (Area Code and Daytime Telephone Number)

Certified copy (optional) \$30.00

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314



Memo

To: Florida Dept of State

From: Carrie Hilton (312) 819-6982

Date: 2/14/2008

Re: Certificate of Merger Filing –KGN Bradley Associates Florida, LLC & Airport Glades, LLC

Per the State of Florida, enclosed are checks in the amounts of \$30.00 to cover the Merger fees recording with the State of Florida.

I've enclosed a copy of our document submitted to Delaware to record the Merger Certificates and a copy of our Articles for Mergers.

Please return any and all documents to:

| |
|--|
| Bradley Associates 225 N. Michigan Ave, 11 th Fl Chicago, IL 60601 Attn: Carrie Hilton |
|--|

If you have any questions concerning this matter please feel free to contact me at (312)819-6982.

Thanks Much,

A handwritten signature in black ink, appearing to read "Carrie", is written below the typed name.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

08 FEB 27 PM 1:59

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

February 18, 2008

CARRIE HILTON
BRADLEY ASSOCIATES
225 N MICHIGAN AVE - 11TH FLOOR
CHICAGO, IL 60601

SUBJECT: AIRPORT & GLADES, LLC
Ref. Number: L03000024315

We have received your document for AIRPORT & GLADES, LLC and check(s) totaling \$30.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$50.00. Refer to the attached fee schedule for the *breakdown of fees*. Please return a copy of this letter to ensure your money is properly credited.

Please return 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) 245-6855.

Tammy Hampton
Regulatory Specialist II

Letter Number: 908A00010231

**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> |
|--------------------|---------------------|-------------------------|
| AIRPORT GLADES 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> |
|--------------------|---------------------|-------------------------|
| AIRPORT GLADES LLC | DELAWARE | 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:

REG AGENT: CORPORATION SERVICE COMPANY

2711 CENTERVILLE RD STE 400

WILMINGTON, DE 19808

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 entitles 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: REG AGENT: CORPORATION SERVICE COMPANY

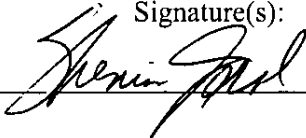
2711 CENTERVILLE RD STE 400

WILMINGTON, DE 19808

Mailing address: SAME AS ABOVE

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

| Name of Entity/Organization: | Signature(s): | Typed or Printed Name of Individual: |
|------------------------------|---|--------------------------------------|
| AIRPORT GLADES, LLC |  | Sherwin Jarol, 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 a member or authorized representative |

| | |
|---|---------|
| <u>Fees:</u> 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 |

| | |
|--|---------|
| <u>Certified Copy (optional):</u> | \$30.00 |
|--|---------|

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 08 FEB 27 PM 3:24

PLAN OF MERGER

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> |
|---------------------|---------------------|-------------------------|
| AIRPORT GLADES, 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> |
|---------------------|---------------------|-------------------------|
| AIRPORT GLADES, LLC | DELAWARE | LLC |

THIRD: The terms and conditions of the merger are as follows:

SEE ATTACHED ARTICLES OF MERGER

(Attach additional sheet if necessary)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3:24

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

NONE

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE ATTACHED ARTICLES OF MERGER

(Attach additional sheet if necessary)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3:24

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

NONE REQUIRED

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

NONE

(Attach additional sheet if necessary)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3:24

**AGREEMENT OF MERGER OF
AIRPORT GLADES, LLC**

This AGREEMENT OF MERGER (this "Agreement") is made and entered into as of January 29, 2008 (the "Agreement Date") by and between AIRPORT GLADES, LLC, a Delaware limited liability company (the "Surviving Company"), and AIRPORT GLADES, LLC, a Florida limited liability company (the "Terminating Company").

RECITALS

A. The manager of the Surviving Company approved this Agreement and authorized the Surviving Company to enter into this Agreement and consummate the transactions described herein.

B. The manager of the Terminating Company approved this Agreement and authorized the Terminating Company to enter into this Agreement and consummate the transactions described herein.

C. The Surviving Company and the Terminating Company (collectively, the "Constituent Entities") desire to set forth the terms upon which the Terminating Company will merge with and into the Surviving Company.

AGREEMENT

In consideration of the foregoing, and of the mutual promises set forth below, the Constituent Entities agree as follows:

1. Merger. In accordance with this Agreement and the applicable provisions of the Florida and Delaware limited liability company acts, the Terminating Company will merge with and into the Surviving Company, with the Surviving Company as the sole surviving entity (the "Merger").

2. Effective Date. The Merger will be effective upon the filing of the Certificate of Merger with the Delaware Secretary of State and the filing of the Articles of Merger with the Florida Department of Financial Institutions (the "Effective Date").

3. Separate Existence. Upon the Effective Date of the Merger, without further act or deed by either of the Constituent Entities: (a) the separate existence of the Terminating Company will cease; (b) the Surviving Company will possess all the rights, privileges, immunities and franchises of each of the Constituent Entities; (c) all property (real, personal and mixed), debts, causes in action and interests of or belonging to or due to each of the Constituent Entities will be taken and deemed to be transferred to and vested in or will continue to be vested in the Surviving Company; (d) the Surviving Company will be responsible and liable for all the liabilities and obligations of each of the Constituent Entities; (e) any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in its place; and (f) neither the rights of creditors nor any liens upon the property of any of the Constituent Entities will be impaired by the Merger.

4. Conversion. Upon the Effective Date of the Merger, without further act or deed by any of the Constituent Entities: (a) each of the issued and outstanding Class A Membership

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3:24

Interests of the Terminating Company will automatically convert into one (1) Class A Membership Interest of the Surviving Company; (b) each of the issued and outstanding Class B Membership Interests of the Terminating Company will automatically convert into one (1) Class B Membership Interest of the Surviving Company; and (c) each of the issued and outstanding Class C Membership Interests of the Terminating Company will automatically convert into one (1) Class C Membership Interest of the Surviving Company.

5. Certificate of Formation and Operating Agreement. The Surviving Company's Certificate of Formation as existing and constituted immediately prior to the Effective Date will constitute the Certificate of Formation of the sole surviving entity in the Merger, and such Certificate of Formation will continue in full force and effect until amended and changed in the manner prescribed therein. The Terminating Company's Operating Agreement dated July 1, 2003 (the "Operating Agreement") as existing and constituted immediately prior to the Effective Date will constitute the Operating Agreement of the sole surviving entity in the Merger, and such Operating Agreement will continue in full force and effect until amended and changed in the manner prescribed therein.

6. Expenses. The Constituent Entities will pay all expenses of carrying this Agreement into effect and of accomplishing the Merger.

7. Further Assurances. If at any time the Surviving Company determines that any further assignment or assurance is necessary or desirable to vest in the Surviving Company the title to any property or rights of any of the Constituent Entities, then each of the Constituent Entities and their respective interest holders will execute and deliver such assignments and assurances and do all things necessary or proper to vest such property or rights in the Surviving Company, and otherwise to carry out the purposes of this Agreement.

8. Miscellaneous.

(a) This Agreement will be interpreted, construed and enforced in accordance with Delaware law, without regard to those principles (statutory or otherwise) pertaining to choice of law. Any disputes that arise under this Agreement will be submitted to state or federal courts located in the State of Delaware for resolution. Such courts will have exclusive jurisdiction over any such disputes and the parties specifically waive any claims that involve jurisdiction or venue, including, but not limited to, forum nonconveniens.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the enforceability of a contract, and each party forever waives any such defense.

(c) All headings, titles and subtitles contained herein are inserted for the convenience of reference only and are to be ignored in any construction of this Agreement.

(d) This Agreement constitutes the complete understanding among the parties and supersedes any prior understanding, written agreement or oral arrangement among the parties with respect to the subject matter hereof.

[Remainder of page intentionally left blank – Signature page follows]

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3:24

IN WITNESS WHEREOF, the Constituent Entities have duly executed this Agreement of Merger as of the Agreement Date.

Surviving Company:

AIRPORT GLADES, LLC, a Delaware limited liability company

By: 
Sherwin Jarol, its Initial Manager

Terminating Company:

AIRPORT GLADES, LLC, a Florida limited liability company

By: 
Sherwin Jarol, its Initial Manager

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 FEB 27 PM 3: 24