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2019 APR 11 PM 6:49

R. WHITE

APR 17 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: TriFactor Solutions, 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:

Timothy J. Allen

Contact Person

TriFactor Solutions, LLC

Firm/Company

145 Hunter Drive

Address

Wilmington, OH 45177

City, State and Zip Code

tim.allen@atsginc.com

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

For further information concerning this matter, please call:

Timothy J. Allen

at (937) 366-2508

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

Articles of Merger
For
Florida Limited Liability Company

FILED

2019 APR 11 PM 6:49

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>
TriFactor Engineering, LLC	Florida	Limited Liability Company
<u>LO7000050443</u>		

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>
TriFactor Solutions, LLC	Florida	Limited Liability Company

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).

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

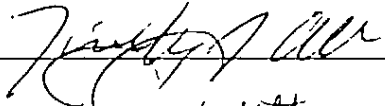
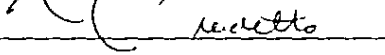
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a 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:

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:
TriFactor Engineering, LLC		Timothy J. Allen
TriFactor Solutions, LLC		James T. Pradetto
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<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

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is dated as of April 12, 2019, by and between TriFactor Solutions, LLC, a Florida limited liability company with a principal place of business at 2401 Drane Field Road, Lakeland, FL 33811 ("TriFactor Solutions"), and TriFactor Engineering, LLC, a Florida limited liability company with a principal place of business at 2401 Drane Field Road, Lakeland, FL 33811 ("Merging Entity").

WHEREAS, the board of managers and the sole member of TriFactor Solutions and the board of managers and the sole member of the Merging Entity have adopted this Agreement and the transactions contemplated herein, each after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, TriFactor Solutions and its sole member and Merging Entity and its sole member;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Merging Entity, in accordance with Section 605.1025 of the Florida Revised Limited Liability Company Act (the "FRLICA"), will merge with and into TriFactor Solutions, leaving TriFactor Solutions, Inc. as the surviving entity (the "Merger");

WHEREAS, TriFactor Solutions and Merging Entity desire to enter into the transactions contemplated by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TriFactor Solutions and Merging Entity agree as follows:

ARTICLE I: MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and under and in accordance with FRLICA Section 605.1025, Merging Entity shall be merged with and into TriFactor Solutions as of April 15, 2019 (the "Effective Time"). Following the Effective Time, the separate corporate existence of Merging Entity shall cease and TriFactor Solutions shall be the surviving entity (the "Surviving Company") and shall operate under the name TriFactor Solutions, LLC. The effects and consequences of the Merger shall be as set forth in this Agreement and the FRLICA.

1.2 Organizational Documents. The Articles of Organization of TriFactor Solutions shall be the Articles of Organization of the Surviving Company, in the form attached hereto as Exhibit A, as in effect on the date hereof without change unless and until amended in accordance with applicable law.

1.3 Operating Agreement of the Surviving Company. The Operating Agreement of TriFactor Solutions shall be the Operating Agreement of the Surviving Company, in the form attached hereto as Exhibit B as in effect on the date hereof without change unless and until amended in accordance with applicable law.

1.4 Continuation of Board of Managers. The board of managers of TriFactor Solutions shall be the board of managers of the Surviving Company from and after the Effective Time and each manager shall serve in such capacity until the earlier of his resignation or removal or until respective successors are duly elected or appointed and qualified in the manner provided for in the Operating Agreement of the Surviving Company or as otherwise provided by applicable law.

ARTICLE II: CONVERSION OF UNITS

2.1 Capitalization of TriFactor Solutions and Merging Entity. LGSTX Services, Inc. owns the entire membership interest of Merging Entity.

2.2 Conversion of Membership Interest. At the Effective Time, the entire membership interest of Merging Entity shall be canceled and shall not be converted or exchanged in any manner into units of TriFactor Solutions, and no consideration will be delivered in exchange therefor. No issued or outstanding units of TriFactor Solutions shall be converted or exchanged in any manner.

2.3 Effect. At the Effective Date, the Surviving Company shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement: the rights, privileges, powers and franchises of TriFactor Solutions and Merging Entity, and all property, real, personal and mixed, and all debts due to each of them on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise vested in TriFactor Solutions and Merging Entity or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall subsequently attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Additional Actions. If, at any time after the Effective Date of the Merger, the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to and possession of any property or right of Merging Entity acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Company may execute and deliver all such proper deeds, assignments and assurances in law and do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement.

ARTICLE III: OTHER PROVISIONS

3.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.1):

If to the Surviving Company, to:

TriFactor Solutions, LLC
c/o Air Transport Services Group, Inc.
145 Hunter Drive
Wilmington, OH 45177

If to Merging Entity:

TriFactor Engineering, LLC
c/o Air Transport Services Group, Inc.
145 Hunter Drive

or to such other persons, addresses or facsimile numbers as may be designated in writing by the person entitled to receive such communication as provided above.

3.2 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

3.3 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

3.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

3.6 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.7 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Florida.

3.8 Counterparts. This Agreement may be executed in any number of counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

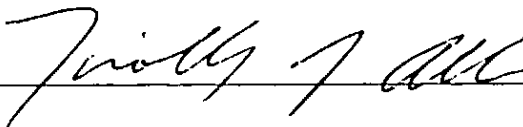
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, as of the date first written above.

TRIFACTOR SOLUTIONS, LLC

By:  _____

TRIFACTOR ENGINEERING, LLC

By:  _____