

LD7000016814

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2017 JAN 11 AM 8:35

JAN 24 2017
C LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Blue Isle Brokerage, 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:

Kelli Pierce, Paralegal

Contact Person

Ackerson & Yann, PLLC

Firm/Company

401 W. Main Street, Suite 1200

Address

Louisville, Kentucky 40202

City, State and Zip Code

kperce@ackersonlegal.com

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

For further information concerning this matter, please call:

Kelli Pierce

at (502) 589-4130

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

CR2E080 (2/14)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2017 JAN 11 AM 8:35

ARTICLES OF MERGER
of LD 7000016814
TIDY COAST TRANSPORT, LLC
into
BLUE ISLE BROKERAGE, LLC

0961934.06

Dornish
SUR

Allison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
1/4/2017 8:53 AM
Fee Receipt: \$50.00

Pursuant to Chapter 275 of the Kentucky Revised Statutes and Florida Statutes Section 605.1022 and 605.1025, the undersigned companies hereby execute the following Articles of Merger:

A. The names of the constituent entities are Tidy Coast Transport, LLC, a Florida limited liability company ("TCT") and Blue Isle Brokerage, LLC, a Kentucky limited liability company ("BIB").

B. The Plan of Merger (the "Plan") was approved by all of the Members of each of the constituent companies in the manner prescribed by the Kentucky Limited Liability Company Act and the Florida Revised Limited Liability Company Act.

C. TCT shall merge into BIB with BIB being the surviving entity. **The name of the surviving entity shall be changed to Tidy Coast Transport, LLC.**

D. As to each of the constituent companies, the designation, percentage of interest outstanding and percentage of interest entitled to vote are as follows:

Name of Company	Designation and Percentage of Interest Outstanding	Percentage of Interest Entitled to be Cast
Tidy Coast Transport, LLC	100%	100%
Blue Isle Brokerage, LLC	100%	100%

E. The total number of undisputed votes cast for the Plan separately by each voting group as to each of the constituent companies was:

Constituent Companies	Voting Group	Undisputed Votes Cast for the Plan
Tidy Coast Transport, LLC	Members	100%
Blue Isle Brokerage, LLC	Members	100%

The number of undisputed votes cast for the Plan by each voting group was sufficient for approval by that voting group.

F. The effective date of the merger shall be upon the filing of these Articles of Merger with the Kentucky Secretary of State's Office.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2017 JAN 11 AM 8:35

2017 JAN 11 AM 8:35

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

TIDY COAST TRANSPORT, LLC

By: 

MARK EDWARDS, its Sole Member

Date: 12-23-16

BLUE ISLE BROKERAGE, LLC

By: 

JACOB EDWARDS

Title: Manager

Date: 12/27/16

SECRETARY OF STATE
DIVISION OF CORPORATIONS

2017 JAN 11 AM 8:35

**EXHIBIT A
AGREEMENT AND PLAN OF MERGER
BETWEEN
TIDY COAST TRANSPORT, LLC
and
BLUE ISLE BROKERAGE, LLC**

See attached.

2017 JAN 11 AM 8:35

AGREEMENT AND PLAN OF MERGER
between
TIDY COAST TRANSPORT, LLC
into
BLUE ISLE BROKERAGE, LLC

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of December 30, 2016, by and between (i) Tidy Coast Transport, LLC, a Florida limited liability company ("TCT"); and (ii) Blue Isle Brokerage, LLC, a Kentucky limited liability company ("BIB"). TCT and BIB are sometimes herein referred to as the "Constituent Companies" and each as a "Constituent Company"; and BIB in its capacity as the Surviving Company of the merger hereinafter described is sometimes referred to herein as the "Surviving Company."

WHEREAS, the sole managing member of TCT and all of the members of BIB have determined that it is in the best interest of their respective companies and their members to consummate the merger provided for herein in which TCT will, subject to the terms and conditions set forth herein, merge with and into BIB so that BIB is the Surviving Company in the merger; and

WHEREAS, the parties hereto do hereby agree upon the following Plan of Merger in consideration of the representations, warranties and agreements made in connection with the merger, each party intending to be legally bound hereby.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Merger, Name of Surviving Company. On the effective date of the merger, TCT will merge with and into BIB in accordance with and under the provisions of the Kentucky Limited Liability Company Act and the provisions of the Florida Revised Limited Liability Company Act. The company which shall survive the merger is BIB. The name of the Surviving Company shall be changed to "Tidy Coast Transport, LLC" as of the Effective Date.

Section 2. Articles of Organization, Operating Agreement, and Manager. The Articles of Organization and Operating Agreement of BIB as in effect on the Effective Date (as defined in Section 8 herein) shall, except for the change of name stated in Section 1 above, from and after the Effective Date, be the Articles of Organization and Operating Agreement of the Surviving Company until they are amended. The manager and members of BIB on the Effective Date shall be the managers and members of the Surviving Company until their respective successors have been duly appointed.

Section 3. Conversion of Interest. On the Effective Date, 100% of the Interest in TCT shall be converted into and exchanged for 45% Interest in BIB.

Section 4. Surrender and Exchange of Interest. The sole member of TCT shall receive a 45% Interest in BIB issued pursuant to this merger.

Section 5. Tax Consequences. It is intended that this merger shall constitute a dissolution and liquidation of the assets of TCT and a contribution of all of these assets to BIB.

Section 6. Bank Accounts. Bank accounts of BIB shall survive the effective date of the merger, and all bank accounts of TCT shall be changed to BIB.

Section 7. Brokers. There are no broker fees due by any persons to any managers or directors of either of the companies or parties hereto. No fairness opinion has been sought or obtained by either company as to the basis for the exchange.

Section 8. Filing: Effective Date. As soon as practicable after the adoption and approval of this Agreement by the respective members of each of the Constituent Companies, appropriate Articles of Merger in the form required by the Kentucky Limited Liability Act and the Florida Revised Limited Liability Company Act shall be executed and filed with the Secretary of State of the Commonwealth of Kentucky and the Secretary of State of the State of Florida. The "Effective Date" shall be upon the filing of these Articles of Merger with the Kentucky Secretary of State's Office.

Section 9. Certain Effects of the Merger. When the merger contemplated hereby becomes effective, the separate existence of TCT shall cease, TCT shall be merged into BIB, and the Surviving Company, without further action, shall succeed to and shall possess and enjoy all the rights, privileges, immunities, powers and franchises, and be subject to all the restrictions, disabilities, and liabilities of the Constituent Companies and all property, real, personal, and mixed, and all debts to the Constituent Companies on whatever account, including stock subscriptions and all other things in action and all and every other interest, of or belonging to or due to the Constituent Companies shall be taken and transferred to and vested in the Surviving Company as effectually as they were vested in the Constituent Companies; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the Constituent Companies; and the title to any real estate or any interest therein and to any other property, whether vested by deed or otherwise, under the laws of the Commonwealth of Kentucky or any other jurisdiction, vested in the Constituent Companies, shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of the Constituent Companies shall be preserved and unimpaired, and all debts, liabilities, and duties of the Constituent Companies shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if they had been incurred or contracted by it and the Surviving Company shall thenceforth be responsible and liable for all the liabilities, obligations, and penalties of the Constituent Companies. Any claim existing or action or proceeding, civil or criminal, pending by or against either of the Constituent Companies may be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in its place; and any judgment rendered against either of the Constituent Companies may be enforced against the Surviving Company. At any time after the Effective Date, the last acting managing member of TCT, or the manager of the Surviving Company, may, in the name of TCT, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of all of TCT's property, rights,

privileges, immunities and powers, and otherwise to carry out the purposes of this Agreement.

Section 10. Employee Benefits. There are no employee benefit plans of either party on the Effective Date.

Section 11. Representations and Warranties. Each of the Constituent Companies represents and warrants to the other as follows:

(a) TCT is a limited liability company duly organized, validly existing, and in good standing under the laws of Florida with all requisite power and authority to own, operate, and lease its properties and to carry on its business in the manner such business is now being conducted or contemplated. It is duly qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of its business makes such qualification necessary. It has the power and authority to execute, deliver, and perform this Agreement.

(b) BIB is a limited liability company duly organized, validly existing, and in good standing under the laws of Kentucky with all requisite power and authority to own, operate, and lease its properties and to carry on its business in the manner such business is now being conducted or contemplated. It is duly qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of its business makes such qualification necessary. It has the power and authority to execute, deliver, and perform this Agreement.

(c) Except for properties that are not material to it taken as a whole, it has good and marketable title to all of its real properties and good title to its personal properties.

(d) There is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending, threatened, or in prospect (or any basis therefor known to it as of the date of this Agreement) with respect to it or any of its business, properties, or assets, that can reasonably be expected to result in any materially adverse change in its business, properties, operations, prospects or assets or in its condition, financial or otherwise. It is not in violation of, or in default with respect to, any law, order, judgment, decree, or regulation, that may have a material adverse effect on its financial condition, results of operation, business, properties, assets, or liabilities, taken as a whole, nor is it required to take remedial action in order to avoid such violation or default.

(e) It possesses all the necessary licenses to conduct its business as now conducted that are material to it, without material conflict with the rights of others.

(f) The consummation of the merger contemplated by this Agreement will not violate or result in a breach of or constitute a default under (i) any provision of its Articles of Organization or Operating Agreement, or (ii) any provision of any loan, indenture, mortgage, license, lien, lease, agreement, contract, instrument, order, judgment, award, decree, law, ordinance or regulation or any other restriction of any kind or character to which its property is subject or by which it is bound.

Section 12. General.

(a) This Agreement sets forth the entire understanding of the Constituent Companies with respect to the subject matter hereof and supersedes all existing agreements between them concerning such subject matter.

(b) Any waiver by either of the Constituent Companies of a breach of any provisions of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a Constituent Company to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that Constituent Company of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

(c) The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to conflict of laws.

Section 13. Additional Agreements. The parties hereto agree to enter into such additional or supplemental agreements as may be necessary or desirable in order to carry out the effective terms of this Agreement.

Section 14. Disclosure and Waiver of Conflicts. In connection with the preparation of this Agreement and the related documents, the Constituent Companies acknowledge and agree that: (a) the attorney that prepared said Agreements (the "Attorney") acted as "transaction counsel" and not as legal counsel to the individual Constituent Companies or their members; (b) the parties have been advised by the Attorney that their interests may be opposed to each other and, accordingly, the Attorney's representation may not be in the best interests of both parties; and (c) each of the parties has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the parties hereto (a) acknowledge that they have been advised to retain separate counsel and, if they have not done so, have waived their right to do so; and (b) jointly and severally forever waive any claim that the Attorney's preparation of this Agreement and the related documents constitutes a conflict of interest.

Section 15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall as to that jurisdiction be ineffective, and the remaining terms and conditions of this agreement effecting shall remain valid and enforceable.

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DIVISION OF CORPORATE

2017 JAN 11 AM 8:35

In witness whereof, the undersigned merging entities have executed this instrument by and through their respective officers this 30th day of December, 2016.

TIDY COAST TRANSPORT, LLC

By: 

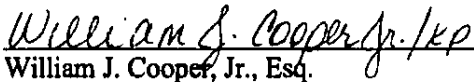
MARK EDWARDS, *Managing Member*

BLUE ISLE BROKERAGE, LLC

By: 

JACOB EDWARDS, *Manager*

Prepared by:



William J. Cooper, Jr., Esq.

Ackerson & Yann, PLLC

401 W. Main Street, Suite 1200

Louisville, Kentucky 40202

(502) 589-4130