

L11000026317

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

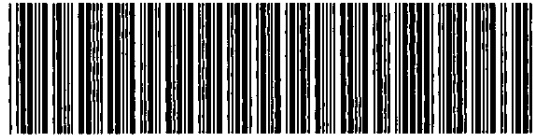
(Business Entity Name)

(Document Number)

Certified Copies ☒ Certificates of Status _____

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2012 DEC 13 PM 3:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

DEC 14 2012

T. LEWIS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: VT PARTNERS, 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:

ELIOT C. ABBOTT

Contact Person

HINSHAW & CULBERTSON, LLP

Firm/Company

2525 PONCE DE LEON BLVD., 4TH FLOOR

Address

CORAL GABLES, FL 33134

City, State and Zip Code

eabbott@hinshawlaw.com

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

For further information concerning this matter, please call:

ELIOT C. ABBOTT

Name of Contact Person

at (305)

428-5061

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

FILED

2012 DEC 13 PM 3:29

**Certificate of Merger
For
Florida Limited Liability Company**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
VT TANGO, LLC	FLORIDA	LIMITED LIABILITY COMPANY
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
VT PARTNERS, LLC	FLORIDA	LIMITED LIABILITY COMP

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:

N/A

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:

N/A

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: 104 CRANDON BLVD., #424

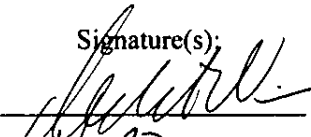
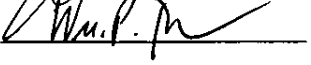
KEY BISCAYNE, FLORIDA 33149

Mailing address: 104 CRANDON BLVD., #424

KEY BISCAYNE, FLORIDA 33149

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:
VT TANGO, LLC		ROBERT VENNERI
VT PARTNERS, LLC		WILLIAM THOMPSON

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 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
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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>

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>

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

(Attach additional sheet if necessary)

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:

(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:

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER
OF
VT TANGO, LLC
AND
VT PARTNERS, LLC

The following Agreement and Plan of Merger has been submitted to and approved by the Members (collectively "the Members") of VT TANGO, LLC, a Florida Limited Liability Company, whose Document Number is L11000026317 (hereinafter sometimes referred to as "VT TANGO" or "Merging Entity") and all of the Members and Managers of VT PARTNERS, LLC, a Florida Limited Liability Company whose Document Number is L09000020333 (hereinafter referred to as "VT PARTNERS" or "Surviving Entity").

1. Surviving Entity. The Merging Entity shall merge with and into the Surviving Entity (the "Merger"). After the Merger, the name of the Surviving Entity will continue to be VT PARTNERS, LLC. Upon the Merger becoming effective, the corporate existence of the Merging Entity shall cease and only the existence of the Surviving Entity will continue.

2. Conversion of Equity Ownership. As of the Effective Date (as defined in Section 7 hereof) of the Merger, the issued and outstanding Membership Interest of VT TANGO (collectively, "Membership Interest") will be converted and exchanged set forth below.

a. VT TANGO'S Membership Interest. All of the Membership Interest of VT TANGO issued and outstanding immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action on the part of the holder thereof, be cancelled. No cash or other property shall be given as consideration for the cancellation of the Membership Interest.

b. Surviving Entity's Membership Interest. The Membership Interest of the Surviving Entity issued and outstanding immediately prior to the Effective Date, and all rights of any Member in such Membership Interest shall, solely by virtue of the Merger and without any action by the holder thereof, remain unchanged. On the Effective Date, the Members of the Merging Entity shall deliver to the Surviving Entity their Membership Interest representing all of the Membership Interest of the Merging Entity owned by the Members duly endorsed in blank. The Surviving Entity hereby agrees that, upon receipt of such Membership Interest from the Members of the Merging Entity, the Surviving Entity shall cancel said Membership Interest. As of the Effective Date, each Membership Interest of the Merging Entity in the Merging Entities treasury, if any, immediately prior to the Effective Date shall, solely by virtue of the Merger and without any action by the holder thereof, be canceled and retired and all rights in respect thereof shall cease to exist, without any conversion thereof.

3. Articles of Organization. The Articles of Organization of the Surviving Entity in effect immediately prior to the Effective Date shall continue to be the Articles of Organization of the Surviving Entity.

4. Operating Agreement. The Operating Agreement of the Surviving Entity in effect as of the Effective Date shall continue to be the Operating Agreement of the Surviving Entity and shall not be amended by the Merger.

5. Managers. The Managers of the Surviving Entity immediately prior to the Effective Date shall be the Managers of the Surviving Entity and will hold office from the

Effective Date until their respective successors are appointed pursuant to the Operating Agreement, or as otherwise provided by law.

6. Effective Date. The Merger shall become effective on the date of filing of the Certificate of Merger. The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

7. Effect of Merger. As of the Effective Date, the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Entity and the Surviving Entity; and all singular rights, privileges, powers and franchises of the Merging Entity and the Surviving Entity, and all property, real, personal and mixed, and all debts due to the Merging Entity or Surviving Entity on whatever account shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest, including leasehold interests, shall be thereafter effectively, the property of the Surviving Entity as they were of the Merging Entity, and the title to any real estate vested by deed or by otherwise (if any) in the Merging Entity, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Merging Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Entity shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. Notice of General Provisions. All notices, requests, waivers and other communications required or permitted to be given pursuant to this Agreement shall be in writing

and shall be deemed to have been duly given if delivered personally, or mailed registered or certified first-class mail, postage prepaid, as follows:

VT PARTNERS, LLC
104 Crandon Blvd., #424
Key Biscayne, Florida 33149

VT TANGO, LLC
104 Crandon Blvd., #424
Key Biscayne, Florida 33149

9. Further Assurances. After the Effective Date, the Surviving Entity may execute and deliver any deed or assignment or other document or certificate which the Surviving Entity determined necessary or desirable to carry out the purposes of the above-described Agreement and Plan of Merger, and the Surviving Entity and the Merging Entity agree that the proper officers, directors, Members, managers and members, as the case may be, of the Surviving Entity or of the Merging Entity are fully authorized in the name of the Surviving Entity or otherwise to execute such documents or certificates.

10. Entire Understanding. This Agreement constitutes the entire agreement and supersedes all prior agreements, both written and oral, among the parties hereto with respect to the subject matter hereof.

11. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Headings. The headings preceding the text of sections of this Agreement are for convenience only and shall not be deemed part of this Agreement.

13. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

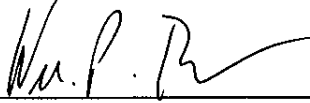
14. Approvals. The Members and Managers of the Surviving Entity, and the Members of Merging Entity have approved the transactions contemplated herein.

15. Members Approval. The Members of the Surviving Entity and the Members of the Merging Entity have approved the transactions contemplated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 31st day of September, 2012.

VT TANGO, LLC


By: 
William P. Thompson

Title: Manager and Member

By: 
Robert Venneri

Title: Manager and Member

VT PARTNERS, LLC

By: 
William P. Thompson

Title: Manager and Member

By: 
Robert Venneri

Title: Manager and Member