

L10000121208

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((F10000268142 3))



H1000026814234BCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : CUMMINGS & LOCKWOOD, LLC
Account Number : 102336001100
Phone : (239) 390-8069
Fax Number : (239) 430-3318

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: CLASP@CL-LAW.COM

MERGER OR SHARE EXCHANGE

Willow Air Florida, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$50.00

RECEIVED
10 DEC 14 AM 8:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. CLINE
DEC 15 2010
EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

H10000268142 3

CERTIFICATE OF MERGER

The following Certificate of Merger is being submitted in accordance with section 608.4382, Florida Statutes.

FIRST: The exact name, street address of the principal office, jurisdiction, and entity type for each **merging** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WILLOW AIR LLC c/o Van DeWater and Van DeWater LLP 85 Civic Center Plaza, Suite 101 Poughkeepsie, NY 12601 Attention: John K. Gifford	New York	LLC

SECOND: The exact name, street address of the principal office, jurisdiction, and entity type for each **surviving** party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WILLOW AIR FLORIDA, LLC 1516 Gormican Lane Naples, FL 34110 Attention: G. Vincent Dean Jr.	Florida	LLC

210-21208

THIRD: The attached agreement and plan of merger meets the requirements of section 608.438, Florida Statutes, and was approved by both the domestic limited liability company and the foreign limited liability company that are parties to the merger in accordance with Chapters 608, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of organization or operating agreement of any domestic limited liability company or certificate of formation or operating agreement of any foreign limited liability company that is a party to the merger.

FIFTH: The merger shall become effective as of the date the Certificate of Merger is filed with Florida Department of State.

SIXTH: The Certificate of Merger complies and was executed in accordance with the laws of each party's applicable jurisdiction.

H10000268142 3

SEVENTH: Signatures for Each Party:

WILLOW AIR LLC

a New York limited liability company

By: *G. Vincent Dean Jr.*
G. Vincent Dean Jr., Sole Member/Manager

WILLOW AIR FLORIDA, LLC,

a Florida limited liability company

By: *G. Vincent Dean Jr.*
G. Vincent Dean Jr., Sole Member/Manager

2685842_1.doc 12/9/2010

FILED
2010 DEC 14 PM 04 25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H10000268142 3

H10000268142 3

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 9th day of December, 2010, by and between **WILLOW AIR FLORIDA, LLC**, a Florida limited liability company (the "FL LLC") and **WILLOW AIR LLC**, a New York limited liability company (the "NY LLC"). The FL LLC and the NY LLC are sometimes referred to herein as the "Constituent Companies."

WITNESSETH:

WHEREAS, the sole Manager and Member of the FL LLC and the sole Manager and Member of the NY LLC have determined that it is advisable that the NY LLC be merged with and into the FL LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the State of Florida and the State of New York which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I
THE MERGER

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the NY LLC shall merge with and into the FL LLC (the "Merger") and the FL LLC shall continue as the surviving company (the "Surviving Company") subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Limited Liability Company Law of the State of New York (the "NY Act") and the Florida Limited Liability Company Act (the "FL Act," the NY Act and the FL Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The FL LLC shall become the Surviving Company, and the separate existence of the NY LLC shall cease, except to the extent provided by the Acts in the case of a limited liability company after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent

H10000268142 3

H10000268142 3

Companies shall thereupon be deemed to be transferred to and vested in the Surviving Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The name and address of the Manager of the Surviving Company is **G. VINCENT DEAN JR.**, c/o 1516 Gormican Lane, Naples, FL 34110.

ARTICLE II. ARTICLES OF ORGANIZATION, CERTIFICATE OF FORMATION AND OPERATING AGREEMENTS

Section 2.1. Articles of Organization. The Articles of Organization of the FL LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company from and after the Effective Date. Such Articles of Organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the Articles of Organization of the Surviving Company. The Articles of Organization of the NY LLC shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreements. The Operating Agreement of the FL LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Organization and the Operating Agreement of the Surviving Company. The Operating Agreement of the NY LLC shall terminate and be of no force or effect as of the Effective Date.

ARTICLE III. MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS

As of the Effective Date, pursuant to this Agreement and without any action on the part of any member of the FL LLC or any member of the NY LLC, all of the issued and outstanding Membership Interests of the NY LLC shall be converted into Membership Interests of the same percentage of ownership interests held in the FL LLC.

H10000268142 3

ARTICLE IV. EFFECTIVENESS OF MERGER

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

(i) The certificate of merger shall be executed and filed with the Florida Department of State and the certificate of merger/consolidation and cancellation shall be executed and filed with the New York Department of State in accordance with the Acts; and

(ii) the Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of the certificate of merger with the Florida Department of State and the filing of the certificate of merger with the New York Department of State (the "Effective Date").

ARTICLE V. TERMINATION AND AMENDMENT

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the sole Manager and Member of the FL LLC or by the sole Manager and Member of the NY LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or the sole Manager and Member.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the sole Manager and Member of the FL LLC or the sole Manager and Member of the NY LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the sole Manager and Member of the FL LLC or the sole Manager and Member of the NY LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the Member of the FL LLC or the Member of the NY LLC.

H10000268142 3

**ARTICLE VI.
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation, action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the manager of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

WILLOW AIR FLORIDA, LLC,
a Florida limited liability company

By: G. Vincent Dean Jr.
Name: **G. VINCENT DEAN JR.**
Title: Manager/Member

WILLOW AIR, LLC,
a New York limited liability company

By: G. Vincent Dean Jr.
Name: **G. VINCENT DEAN JR.**
Title: Manager/Member

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 DEC 14 PM 3:23