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**ARTICLES OF MERGER
OF
LAKEFRONT AVIATION, LLC
A NEW YORK LIMITED LIABILITY COMPANY
INTO
LAKEFRONT AVIATION, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

The following Articles of Merger are submitted to merge the following Florida Limited Liability Company in accordance with Section 605.1021 of the Florida Statutes.

FIRST: The exact name, form/entity type and jurisdiction of each merging party (the "Merging Party") is as follows: Lakefront Aviation, LLC, a New York limited liability company.

SECOND: The exact name, form/entity type and jurisdiction of the surviving party (the "Surviving Party") is as follows: Lakefront Aviation, LLC, a Florida limited liability company.

THIRD: The merger ("Merger") was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021 through 605.1026 of the Florida Statutes; 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 Section 605.1023(1)(b) of the Florida Statutes.

FOURTH: The Surviving Party exists before the Merger and is a domestic filing
entity for whom the amendment, if any, to its public organic record is attached.

FIFTH: The Surviving Party agrees to pay any members with appraisal rights the amount to which such members are entitled under Sections 6005.1006 and 605.1061 through 605.1072 of the Florida Statutes.

SIXTH: The effective date and time of this Merger shall be 11:59:59 PM on
December 31, 2015.

SEVENTH: Signatures for each Merging Party and the Surviving Party:

LAKEFRONT AVIATION, LLC
(New York LLC)

By: Kenneth S. Lally
Kenneth S. Lally, Manager

LAKEFRONT AVIATION, LLC
(Florida LLC)

By: Kenneth S. Lally
Kenneth S. Lally, Manager

AGREEMENT AND PLAN OF MERGER
OF
LAKEFRONT AVIATION, LLC,
A NEW YORK LIMITED LIABILITY COMPANY
WITH AND INTO
LAKEFRONT AVIATION, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

THIS AGREEMENT AND PLAN OF MERGER is made this 31st day of December, 2015 by and between **LAKEFRONT AVIATION, LLC**, a New York limited liability company (the "Merged LLC"), and **LAKEFRONT AVIATION, LLC**, a Florida limited liability company (the "Surviving Entity").

WHEREAS, the Sole Member of the Merged LLC and the Sole Member of the Surviving Entity desire that the Merged LLC merge into the Surviving Entity pursuant to Section 1002 of the New York Limited Liability Company Law and Section 605.1021 of the Florida Revised Limited Liability Company Act.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree to merge and become one entity in accordance with the terms and conditions set forth below:

1. Merger; Effective Date. The Merged LLC and the Surviving Entity hereby agree that the Merged LLC shall be merged with and into the Surviving Entity (the "Merger"). The Merger shall be effective as of December 31, 2015 (the "Effective Date").

2. Name of Surviving Entity. The name of the entity that shall survive the Merger shall be "Lakefront Aviation, LLC", a limited liability company organized under the laws of the State of Florida.

3. Membership Interests. All of the membership interests of the Merged LLC (the "LLC Interests") are owned by Kenneth S. Lally (the "Sole Member"). The Merged LLC has only one class of LLC Interests, all of which have unlimited voting rights. All of the membership interests of the Surviving Entity (the "Membership Interests") are owned by the Sole Member.

4. Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) As of the Effective Date, all of the Membership Interests of the Surviving Entity shall remain unchanged in the hands of the Sole Member of the Surviving Entity.

(b) As of the Effective Date, the LLC Interests of the Merged LLC existing immediately prior to the Effective Date shall be no more and shall be automatically cancelled

and retired and shall cease to exist, and the Sole Member of the Merged LLC shall cease to have any rights with respect thereto.

(c) The Articles of Organization of the Surviving Entity shall not be changed as a result of the Merger. The existing Operating Agreement (the "Operating Agreement") of the Surviving Entity shall continue to be the Operating Agreement of the Surviving Entity until amended in accordance therewith. The existing manager of the Surviving Entity shall continue as the manager of the Surviving Entity until replaced in accordance with the terms of the Operating Agreement.

5. Property. The Surviving Entity shall become the owner of all of the property, real and personal, rights, privileges, immunities, powers, purposes, franchises, patents, licenses, trademarks, registrations, causes of action and every other asset of the Merged LLC, without further act or deed.

6. Liabilities. The Surviving Entity shall become liable for all of the liabilities, obligations and penalties of the Merged LLC, without further act or deed.

7. Permission under Law. The laws of the State of New York and the laws of the State of Florida permit the Merger provided for in this Agreement and Plan of Merger.

8. Authorization. This Agreement and Plan of Merger and the Merger contemplated by this Agreement and Plan of Merger are being executed and approved by each of the Merged LLC and the Surviving Entity.

9. Certificate of Merger. The Merged LLC and the Surviving Entity shall cause: (a) a Certificate of Merger to be prepared and filed in accordance with the laws of the State of New York; and (b) Articles of Merger to be prepared and filed in accordance with the laws of the State of Florida.

10. Termination. The Merger may be abandoned at any time prior to the Effective Date by the joint consent of the Sole Member of the Merged LLC and the Sole Member of the Surviving Entity.

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IN WITNESS WHEREOF, the Merged LLC and the Surviving Entity have executed this Agreement and Plan of Merger on the day and year first written above.

LAKEFRONT AVIATION, LLC (NEW YORK)

By: Kenneth S. Lally
Kenneth S. Lally, Manager

LAKEFRONT AVIATION, LLC (FLORIDA)

By: Kenneth S. Lally
Kenneth S. Lally, Manager