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R. WHITE
OCT 17 2018

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2018 OCT -4 AM 3:59
SECRETARY OF STATE
TALLAHASSEE, FL

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: M.D. Air Ops, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Mark Womack

Contact Person

M.D. Air Ops, LLC

Firm/Company

25145 NW 140th LN

Address

High Springs, FL 32643

City, State and Zip Code

mkwomack56@msn.com

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

For further information concerning this matter, please call:

Mark Womack

at (352) 516-4328

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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

FILED

2018 OCT 11 AM 3: 58

SECRETARY OF STATE
TALLAHASSEE, FL

Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
N5530J, INC	Florida	Florida Profit Corp.

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>
M.D. Air Ops, LLC	Florida	LLC

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, 605, 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:

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.

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:

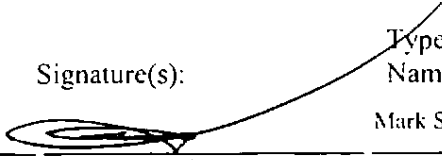
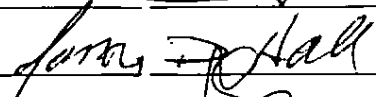

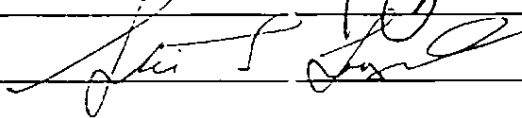
N/A

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
M.D. Air Ops, LLC		Mark S. Womack
M.D. Air Ops, LLC		James D. Hall
N5530J, INC		Paul J. Chappano
N5530J, INC		Stanton L. Longenecker

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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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>
N5530J, INC	Florida	Florida Profit Corp.

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>
M.D. Air Ops, LLC	Florida	LLC

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

N5530J, INC agrees to merge with and into M.D. Air Ops, LLC effective 9/28/2018.

N5530J, INC, Paul J. Chappano, and Stanton L. Longenecker agree to hold harmless and indemnify

M.D. Air Ops, LLC, Mark S. Womack and James D. Hall from any and all claims, actions, liabilities, suits,

injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses,

including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to the

sale of N5530J, INC and it's assets to Mark S. Womack and James D. Hall.

(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:

As documented in the attached document labeled "N5530J, INC Sales Agreement."

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the 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:

As documented in the attached document labeled "N5530J, INC Sales Agreement."

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

M.D. Air Ops, LLC managing members are:

Mark S. Womack - 25145 NW 140th LN High Springs, FL 32643

James D. Hall - 2998 Stirrup Drive Beverly Hills, FL 34465

(Attach additional sheet if necessary)

SEVENTH: 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)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

STOCK PURCHASE AGREEMENT

THIS AGREEMENT made and entered into September 28, 2018 by and between Paul Chappano and Stanton Longenecker, hereinafter referred to as "Sellers", and Mark Womack and James Douglas Hall, hereinafter referred to as "Buyers".

WITNESSETH

WHEREAS, the Sellers own 1500 shares of N5530J, Inc. a Florida corporation, hereinafter referred to as "Corporation", and the Sellers agree to sell their shares and Buyers desire to purchase those shares and become sole shareholders of N5530J, Inc. on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and in consideration of the premises and of the mutual promises and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. PURCHASE PRICE

The purchase price to be paid by the Buyers pursuant to the terms of this Agreement shall be Fifty-nine Thousand and 00/100 Dollars (\$59,000.00).

2. DISCHARGE OR ASSUMPTION OF LIABILITIES

Buyers shall cause Corporation to pay and/or assume the liabilities listed on Exhibit A attached hereto as of the date of this Agreement.

3. NO RESTRAINT

There shall not be in effect any Order (preliminary, permanent or temporary) by a governmental body of competent jurisdiction and no legal requirement shall have been promulgated or enacted which, in any case, restrains or prohibits the transactions contemplated hereby. There shall be no lawsuits, claims, suits,

proceedings or investigations pending or, to the best knowledge of Sellers after due inquiry, threatened against the Corporation.

4. INDEMNIFICATION BY SELLERS

Sellers agree to indemnify and hold harmless Buyers, their heirs, executors, successors and assigns (collectively, the "Buyers Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses incurred by Buyers or by the Corporation (including, without limitation, the reasonable fees and expenses of counsel and experts) in connection with, resulting from or arising out of any breach of any warranty or the inaccuracy of any representation of Sellers contained in this Agreement or in any certificate delivered by or on behalf of Sellers pursuant hereto.

5. CLOSING DOCUMENTS

On the closing date, or prior thereto if so provided, each party agrees to deliver to the other party the following:

Sellers shall deliver to Buyers:

1500 Shares of N5530J, Inc. stock represented by Certificate Numbers _____, with stock power duly executed by Sellers conveying those shares to Buyers and shall deliver the corporate record book.

Buyers shall deliver to Sellers:

\$59,000.00 by cashiers check, wire transfer or other immediately negotiable funds.

6. SELLERS' REPRESENTATIONS AND WARRANTIES

Sellers hereby represent and warrant that, as of the date of this Agreement:

- a. N5530J, Inc. is a Sub-Chapter S corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
- b. N5530J, Inc. has good and merchantable title to the assets, as referred to in the attached Exhibit B, which is attached hereto and incorporated herein.
- c. To the best of Sellers' knowledge, there are no claims or pending lawsuits against the Corporation as of the date of the execution of this Agreement.

- d. The Corporation has full power and authority to own and operate its properties and conduct its business as and in the places where the properties are now owned or operated, or the Corporation is now conducted.
- e. To the best of Sellers' knowledge, Corporation has no liability, absolute or contingent, known or unknown (including liability for vacation pay, sick pay, retroactive insurance premium adjustment, or liability for federal income or excise tax or any state or local tax) not shown or provided on Exhibit B.
- f. This Agreement will not conflict with, result in a breach of the terms and conditions of, accelerate any provision of, or constitute any default under, any contract or agreement to which Sellers are now a party.
- g. Corporation is not a party to any written or oral (a) contract for employment by or in connection with the Corporation, which may not be terminated on not more than thirty (30) days notice without liability to Sellers; (b) agreement for the purchase or sale of equipment or machinery by or in connection with the Corporation; or (c) distributor, sales agency, franchise agreement, or commission contract or license, relating to the Corporation. N5530J, Inc. is not in default under any contract, lease, agreement or other instrument to which it is a party.
- h. Corporation has not waived the statute of limitations with respect to any of its causes of action nor any of its liabilities, including any liability for state or federal income or excise tax or any other tax.
- i. No representation or warranty made by Sellers in this Agreement nor any written statement or certificate already furnished or to be furnished to Buyers, or in connection with the transactions contemplated, contain, or will contain any untrue statement or omits, or will omit, to state a material fact necessary to make the statements contained not misleading.

7. SURVIVAL OF WARRANTIES AND REPRESENTATIONS

All warranties and representations given hereunder shall be true and correct as of the closing date and shall survive the closing for six (6) months from the closing.

8. INUREMENT OF BENEFIT TO ASSIGNS

All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, respective heirs, successors and assigns.

9. PARAGRAPH HEADINGS

All paragraph headings contained herein are for convenience only and do not in any way limit or construe the contents of the paragraphs.

10. RIGHTS AND REMEDIES

All rights and remedies granted any of the parties hereto under this Agreement shall be cumulative.

11. UNDERSTANDING OF THE PARTIES

This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by all parties.

12. NOTICES

All notices, requests, demands or communications to any party hereto shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, as follows:

TO THE SELLERS: Paul J Chappano
 1439 Wentworth Ave
 Jacksonville, FL 32259

TO THE BUYERS:

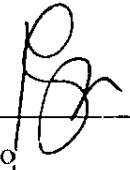
Any notices sent to any party hereunder shall be sent to all parties hereunder, and shall be deemed to be given when delivered personally to the party to whom it is addressed, or if mailed in accordance with the terms hereof, upon deposit in the mails.

13. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida and venue for any action regarding this Agreement shall be St. Johns County, Florida.

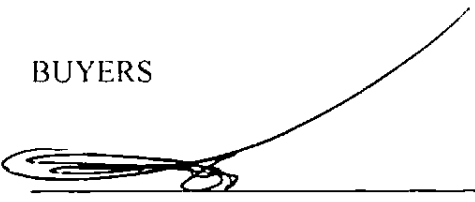
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

SELLERS

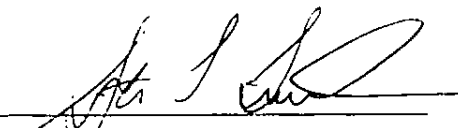


Paul Chappano


BUYERS



Mark Womack



Stanton Longenecker



James Douglas Hall

Exhibit A

NONE

Exhibits

- 1. One (1) PA32-260,1967 Piper Cherokee Six, Serial # 32-992.**

(AS IS, WHERE IS)