

# L24000211960

Florida Department of State  
Division of Corporations  
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To:

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

From:

Account Name : M. BURR KEIM COMPANY  
Account Number : I19990000242  
Phone : (215)563-8113  
Fax Number : (215)977-9386

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TALLAHASSEE, FLORIDA

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**MERGER OR SHARE EXCHANGE  
LAVA FUNDING SOUTH LLC**

Certificate of Status	0
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Page Count	07
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**Articles of Merger  
For  
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
Lava Funding LLC	New Jersey	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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>
Lava Funding South LLC	Florida	LLC
_____	_____	_____

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; 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 s.605.1023(1)(b).

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**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

January 1, 2025

**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.

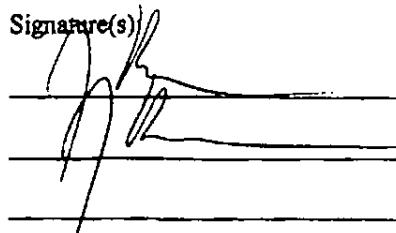
**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:

Lava Funding LLC

Lava Funding South LLC

Signature(s)


Typed or Printed  
Name of Individual:

John Barrasso

John Barrasso

Corporations:

General partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

Signature of a general partner or authorized person

Signatures of all general partners

Signature of a general partner

Signature of an authorized person

**Fees:** For each Limited Liability Company:

For each Limited Partnership:

For each Other Business Entity:

\$25.00

\$52.50

\$25.00

For each Corporation:

For each General Partnership:

**Certified Copy (optional):**

\$35.00

\$25.00

\$30.00

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### AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (the “**Agreement and Plan of Merger**”) made on December 17, 2024, by and between **LAVA FUNDING SOUTH LLC** a Florida limited liability company and **LAVA FUNDING LLC**, a New Jersey limited liability company, (Lava Funding South LLC and Lava Funding LLC each a “**Company**” and together the “**Companies**”). The Companies, in accordance with N.J.S.A. 42:2C-74 of the New Jersey Revised Limited Liability Company Act and § 605.1025 of the Florida Statutes of the Florida Revised Limited Liability Company Act hereby adopt this Plan of Merger:

### BACKGROUND

**WHEREAS**, the Companies are engaged in various commercial real estate lending activities; and

**WHEREAS**, the Companies consider it desirable and in their respective best interests that Lava Funding LLC (a “**Merged Company**”) be merged with and into Lava Funding South LLC (the “**Surviving Company**”) according to the laws of the states of Florida and New Jersey (the “**Merger**”);

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among the Companies as follows:

**Effective Date.** The effective date of the Merger shall be January 1, 2025 (the “**Effective Time**”). The Merger shall have the effect provided for in the New Jersey Revised Limited Liability Company Act and the Florida Revised Limited Liability Company Act.

**Surviving Company.** The Company to survive the Merger is the Surviving Company, which shall continue under the name **LAVA FUNDING SOUTH LLC**.

**No Amendment.** No amendment to the Certificate of Formation or the Operating Agreement of the Surviving Company is to be effected as part of this Merger.

**Ownership of Companies.** The ownership of each Company is as follows:

#### **LAVA FUNDING SOUTH LLC**

##### Member Name

##### Percent Interest

John Barrasso

2.0%

John Barrasso Irrevocable Trust,

49.0%

Michele Barrasso Trustee

Michele Barrasso Irrevocable Trust,

49.0%

John Barrasso Trustee

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**LAVA FUNDING LLC**

<u>Member Name</u>	<u>Percent Interest</u>
John Barrasso	2.0%
John Barrasso Irrevocable Trust, Michele Barrasso Trustee	49.0%
Michele Barrasso Irrevocable Trust, John Barrasso Trustee	49.0%

**Adoption of Plan.** This Agreement and Plan of Merger has been duly adopted and approved by the unanimous consent of the members of the Companies, all of whom have signed this Plan of Merger indicating their consent and agreement to this Plan of Merger.

**Plan of Merger.** The Agreement and Plan of Merger is as follows:

The Operating Agreement of Lava Funding South LLC, as in effect on the effective date of the Merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company and shall not be changed or amended by the Merger. The Surviving Company reserves the right and power to alter, amend, change, or appeal any of the provisions contained in said agreement.

The way the Merger is to be carried out will be as follows: At and as of the Effective Time, the separate existence of the Merged Company, and all of its property, rights, privileges, and franchises, of whatsoever nature and description, shall be transferred to, vest in, and devolve upon the Surviving Company, without further act or deed, confirmatory deeds, assignments, or other like instruments, when deemed desirable by the Surviving Company to evidence such transfer, vesting, or devolution of any property, right privilege or franchise, shall at any time, or from time to time, be made and delivered in the name of the Merged Company by any of the members thereof. Immediately after the Effective Time, the ownership of the Surviving Company shall be as follows:

**LAVA FUNDING SOUTH LLC**

<u>Member Name</u>	<u>Percent Interest</u>
John Barrasso	2.0%
John Barrasso Irrevocable Trust, Michele Barrasso Trustee	49.0%
Michele Barrasso Irrevocable Trust, John Barrasso Trustee	49.0%

The Surviving Company may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of the Surviving Company or Merged Company to carry out and effectuate the transactions contemplated by this Agreement and Plan of Merger.

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The undersigned have executed this Plan of Merger as of the date first written above.

LAVA FUNDING SOUTH LLC

By: 


John Barrasso, Manager

LAVA FUNDING LLC

By: 

John Barrasso, Manager

Members of Lava Funding South LLC

  
John Barrasso, Member

JOHN BARRASSO IRREVOCABLE TRUST

By: 


Michele Barrasso, Trustee

MICHELE BARRASSO IRREVOCABLE TRUST

By: 

John Barrasso, Trustee

Members of Lava Funding LLC

  
John Barrasso, Member

JOHN BARRASSO IRREVOCABLE TRUST

By: 

Michele Barrasso, Trustee

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MICHELE BARRASSO IRREVOCABLE  
TRUST

By: 

John Barrasso, Trustee

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