

M00000007636

Document Number Only

CT Corporation System
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Tallahassee, FL 32301
850-222-1092

DATE: 12/26

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*****60.00 *****60.00

Corporation(s) Name

effective date
12-31-00

Gulfwind USA, Inc.

Merger into Gulfwind USA LLC

☐ Profit
☐ Nonprofit

☐ Amendment

☒ Merger

☐ Foreign
☐ LLC

☐ Dissolution
☐ Withdrawal

☐ Mark

☐ Limited Partnership
☐ Reinstatement
☐ UCC ☐ 1 or ☐ 3

☐ UBR
☐ Fictitious Name

☐ Other
☐ Ch. RA

***Special Instructions**

☐ Certified Copy
☐ Parts/amends/mergers ☐ Other-See Above

☐ Photocopies

☐ CUS

☒ Walk in

☒ Pick-up

☐ Will Wait

Please Return Filed Stamped
Copies To:

Jeffrey Butterfield

Thank You!

JB
12/27/00

00 DEC 26 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

APPROVED
AND

ARTICLES OF MERGER
Merger Sheet

MERGING:

GULFWIND USA, INC., A FLORIDA CORPORATION, 310529

into

GULFWIND USA, LLC, a Delaware entity M00000002636


File date: December 26, 2000 , effective December 31, 2000

Corporate Specialist: Trevor Brumbley

4. The attached Agreement and Plan of Merger was approved by the 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 organized.
5. The surviving entity hereby 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 a party to the merger.
6. The surviving entity agrees to promptly pay to the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under section 607.1302 of the Act.
7. The merger shall become effective as of December 31, 2000.

IN WITNESS WHEREOF, these Articles of Merger are being duly executed as of the 19 day of December, 2000, and are being filed in accordance with section 607.1109 of the Act by each domestic corporation as required by section 607.0120 of the Act and by each other business entity as required by applicable law.

GULFWIND USA, INC.

By: 
Name: Michael H. McLamb
Its: Vice President

GULFWIND USA, LLC

By: 
Michael H. McLamb, Manager

00 DEC 26 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

**AGREEMENT AND PLAN OF MERGER
MERGING
GULFWIND USA, INC.
WITH AND INTO
GULFWIND USA, LLC**

APPROVED
AND
FILED
GO DEC 26 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger has been prepared in accordance with Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act.

1. **Surviving Corporation.** Gulfwind USA, Inc., a Florida corporation ("Gulfwind-FL"), shall be merged (the "Merger") with and into Gulfwind USA, LLC, a Delaware limited liability company ("Gulfwind-DE"). Gulfwind-DE shall be the entity surviving the Merger.

2. **Rights and Obligations.** The merger shall become effective as of December 31, 2000 (the "Effective Date"), and as of the Effective Date, Gulfwind-DE shall possess and be subject to all the rights, privileges, powers, franchises, property (real, personal and mixed), restrictions, disabilities, duties, and debts of Gulfwind-FL and Gulfwind-DE.

3. **Manager.** The Manager of Gulfwind-DE immediately prior to the Effective Date shall be the Manager of Gulfwind-DE as of and after the Effective Date. The name and business address of the Manager is as follows: Michael H. McLamb, 18167 US Highway 19 No., Suite 499, Clearwater, Florida 33764.

4. **Certificate of Formation.** The Certificate of Formation of Gulfwind-DE that is in effect immediately prior to the Effective Date shall be the Certificate of Formation of Gulfwind-DE as of and after the Effective Date.

5. **Operating Agreement.** The Operating Agreement of Gulfwind-DE that is in effect immediately prior to the Effective Date shall be the Operating Agreement of Gulfwind-DE as of and after the Effective Date.

6. **Effect of Capital Stock.** As of the Effective Date, all issued and outstanding shares of Gulfwind-FL shall automatically be cancelled and returned and shall cease to exist and no consideration shall be delivered in exchange therefor.

7. **Further Assurance of Title.** From time to time, as and when requested by Gulfwind-DE or by its successors and assigns, there shall be executed and delivered on behalf of Gulfwind-FL such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise, in Gulfwind-DE the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises, and authority of Gulfwind-FL, and otherwise carry out the purposes of this Plan and Agreement of Merger, and the sole Manager of Gulfwind-DE is fully authorized in the name and on behalf of Gulfwind-FL or

otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. **Prior Corporate Acts.** All corporate acts, plans, policies, contracts, approvals and authorizations of Gulfwind-FL, its shareholders, board of directors, committees elected or appointed by the board of directors, officers and agents, that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of Gulfwind-DE and shall be as effective and binding thereon as the same were with respect to Gulfwind-FL. On the Effective Date, the employees and agents of Gulfwind-FL shall become the employees and agents of Gulfwind-DE and shall continue to be entitled to the same rights and benefits they enjoyed as employees and agents of Gulfwind-FL.

This Plan and Agreement of Merger was adopted and approved (i) by the board of directors of Gulfwind-FL by Unanimous Written Consent as and for a Meeting of the Board of Directors of Gulfwind-FL, dated as of December 19, 2000; (ii) by the sole shareholder of Gulfwind-FL by Written Consent as and for a Special Meeting of the Sole Shareholder of Gulfwind-FL, dated as of December 19, 2000; and (iii) by the sole Manager of Gulfwind-DE by Written Consent in Lieu of a Special Meeting of the sole Manager of Gulfwind-DE, dated as of December 19, 2000.

IN WITNESS WHEREOF, the undersigned officer of Gulfwind-FL and Manager of Gulfwind-DE acknowledge that the facts stated herein are true.

GULFWIND USA, INC.

By: 

Name: Michael H. McLamb

Title: Vice President

GULFWIND USA, LLC

By: 

Michael H. McLamb, Manager

APPROVED
AND
FILED
00 DEC 26 AM 10:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA