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Florida Department of State
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MERGER OR SHARE EXCHANGE
Atlantic Jet Support, Inc.

Certificate of Status	0
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T. HAMPTON

APR - 8 2011

EXAMINER

4/7/2011

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CERTIFICATE OF MERGER

OF

ATLANTIC JET SUPPORT LLC,
a Florida limited liability company, as the merging company,

INTO

ATLANTIC JET SUPPORT, INC.
a Delaware corporation, as the surviving corporation,

Pursuant to Sections 608.438 and 608.4382 of the Florida Limited Liability Company Act

Filed by:

Atlantic Jet Support, Inc., a Delaware corporation
c/o Berger Singerman, P.A.
Attn.: William M. Shaheen
2650 N. Military Trail, Suite 240
Boca Raton, FL 33431

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CERTIFICATE OF MERGER

THE UNDERSIGNED hereby submit the following Certificate of Merger to merge the following a Florida limited liability company and Delaware profit corporation in accordance with Sections 608.438 and 608.4382, Florida Statutes (the "Merger").

1.0 Constituent Entities: Merging Party. The exact name, jurisdiction, and form / entity type of the merging party (hereinafter referred to as the "Target") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form / Entity Type</u>
Atlantic Jet Support LLC	Florida	Limited Liability Company L04000031648

2.0 Constituent Entities: Surviving Party. The exact name, jurisdiction, and form / entity type of the surviving party (hereinafter referred to as the "Acquiror") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form / Entity Type</u>
Atlantic Jet Support, Inc.	Delaware	Corporation

3.0 Authorization of Merger: Target. At duly convened meetings on this 15th day of March, 2011: (i) the Target's sole Managing Member approved the Merger, as embodied in that certain Agreement and Plan of Merger between Acquiror and Target (the "Plan of Merger") (copy attached), and recommended that the Member of Target approve the Merger; and (ii) the Target's sole Member approved the Merger as embodied in the attached Plan of Merger. Each of the foregoing approvals was in compliance with the Florida Limited Liability Company Act.

4.0 Authorization of Merger: Acquiror. At duly convened meetings on this 15th day of March, 2011: (i) the Acquiror's sole Director approved the Merger, as embodied in the attached Plan of Merger, and recommended that the Shareholder of Acquiror approve the Merger; and (ii) the Acquiror's sole Shareholder approved the Merger as embodied in the attached Plan of Merger. Each of the foregoing approvals was in compliance with Title 8 of the Delaware Code.

5.0 Effective Date. The Effective Date of the Merger shall be the date on which the Florida Department of State files or registers these Certificate of Merger.

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6.0 Equity Interests of Constituent Corporations.

(a) Target. The membership interests of Target consist of a single class of membership interests, with no fractional units outstanding, and with each unit according equivalent voting and distribution rights. The number of outstanding units of membership interests of Target is not subject to change prior to the Effective Date of the merger (as defined below).

(b) Acquiror. The capital stock of Acquiror consists of Ten Thousand (10,000) shares of voting common stock, with a par value of \$1.00 per share, with no fractional shares outstanding, and with each share according equivalent voting and distribution rights. The number of outstanding shares of capital stock of Acquiror is not subject to change prior to the Effective Date of the Merger.

7.0 Acquiror's Certificate of Incorporation. The merger shall not revoke or revise in any manner the Certificate of Incorporation of Acquiror.

8.0 Date of Filing of Certificate / Articles of Formation.

(a) Target. The Target's Articles of Organization were filed with the Florida Department of State on April 26, 2004.

(b) Acquiror. The Acquiror's Certificate of Incorporation was filed with the Delaware Department of State on January 31, 2011. Contemporaneously with the submission of these Certificate of Merger, the Acquiror shall register to do business in the State of Florida. The Acquiror shall not conduct business in the State of Florida unless and until it registers to do so with the Florida Department of State.

9.0 Additional Provisions.

(a) Acquiror's Address. The Acquiror's address, including street and number, of its principal office under the laws of the State of Delaware, its State of incorporation, is as follows: 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

(b) Service of Process. The Acquiror hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of the Target, including any appraisal rights of the its members under Sections 608.4351 through 608.43595 of the Florida Statutes. The Department of State may use the following street and mailing address of the Acquiror for purposes of Section 48.181 of the Florida Statutes: 6601 Lyons Road, Suite D-10, Coconut Creek, Florida 33073.

(c) Appraisal Rights. The Acquiror has agreed to pay to any Members of the Target

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with appraisal rights the amount to which such Members are entitled under Sections 608.4351 through 608.43595 of the Florida Statutes.

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IN WITNESS WHEREOF, the undersigned have executed these Certificate of Merger on the 15th day of March, 2011.

ACQUIROR:

ATLANTIC JET SUPPORT, INC.,
a Delaware corporation

By: *Ronald Arcary*

As Its: Director

ATTEST:

Sarunas Raskauskas
Print: Sarunas Raskauskas

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TARGET:

ATLANTIC JET SUPPORT LLC,
a Florida limited liability company

By: *Zonda Arcay*)

As Its: Director)

ATTEST)

[Signature])

Print: Sarunas Rackauskas)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made this 15th day of March, 2011, by and between ATLANTIC JET SUPPORT, INC., a Delaware corporation (the "Acquiror"), and ATLANTIC JET SUPPORT LLC, a Florida limited liability company (the "Target") (all the foregoing collectively, the "Parties").

RECITALS

WHEREAS, Acquiror is a Delaware corporation in good standing under Delaware law;

WHEREAS, Target is a Florida limited liability company in good standing under Florida law;

WHEREAS, Upon the terms and subject to the conditions of this Agreement, Acquiror and Target will enter into a business combination pursuant to which Target will merge with and into Acquiror (the "Merger") as more particularly described below;

WHEREAS, The Director and Shareholder of Acquiror have determined that the Merger is fair to, and in the best interests of, Acquiror and its Shareholder, and have approved this Agreement, the Merger, and the other transactions contemplated by this Agreement; and

WHEREAS, The Managing Member of Target, who is the sole Member of Target, has determined that the Merger is fair to, and in the best interests of, Target and such Member, and has approved this Agreement, the Merger, and the other transactions contemplated by this Agreement.

WHEREFORE, In consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable considerations, the receipt and adequacy of which are conclusively acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

WITNESSETH

1.0 Integration. The Parties expressly affirm the completeness and accuracy of the foregoing Recitals.

2.0 The Merger.

2.01 The Merger. The name, State of organization, and State identification of the parties to the Merger are as follows:

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The name, State of organization, and State identification number of the surviving entity in the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>File Number</u>
Atlantic Jet Support, Inc.	Delaware	4934295

The name, State of organization, and State identification number of the merging entity in the Merger are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Atlantic Jet Support LLC	Florida	L04000031648

Target shall be merged with and into Acquiror, whereupon the separate corporate existence of Target shall cease. Acquiror shall be the surviving legal entity from the Merger; shall continue its existence as a corporation governed by the laws of the State of Delaware; and shall maintain a registered office in the State of Florida.

2.02 Certificates of Merger. Immediately upon the execution of this Agreement, the Parties will execute, and Acquiror will file, a Certificate of Merger with the Delaware Department of State, Division of Corporations, and a Certificate of Merger with the Florida Department of State, Division of Corporations, together with this Agreement and/or any other documents necessary to effectuate the transactions contemplated hereby.

This Agreement shall remain on file at Acquiror's offices, presently situated at 160 Greentree Drive, Suite 101, Dover, Delaware 19904, and at 6601 Lyons Road, Suite D-10, Coconut Creek, Florida 33073. Acquiror will provide a copy of this Agreement, on request and without cost, to any Shareholder of Acquiror or any Member of Target.

2.03 Effective Date. The "Effective Date" of the Merger shall be, for Delaware law purposes, the date on which the Delaware Department of State, Division of Corporations records the Certificate of Merger, and, for Florida law purposes, the date on which the Florida Department of State, Division of Corporations records the Certificate of Merger.

For financial accounting and income tax accounting purposes only, the Parties shall give effect to the Merger as of January 31, 2011.

2.04 Articles of Organization; Prior Acts of Target. The Merger shall not revoke or revise in any manner the Certificate of Incorporation of Acquiror.

The membership of the Board of Directors of Acquiror shall remain intact as of and after the Effective Date. The name and business address of the sole Director of Acquiror is as follows:

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Ms. Zlata Archy
c/o Atlantic Jet Support, Inc.
6601 Lyons Road, Suite D-10
Coconut Creek, Florida 33073

All company acts, plans, policies, contracts, approvals, and authorizations of Target, its Managing Member, committees elected or appointed by such Managing Member or other authorized representatives of Target (if applicable), officers, and agents which were valid and effective immediately before the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals, and authorizations of Acquiror and shall be as effective and binding thereon as the same were with respect to Target.

2.05 Effect of Merger. Upon consummation of the Merger, Acquiror and Target (the "Constituent Entities") shall become a single legal entity, which shall be Acquiror, and the Merger shall have the effects set forth in Title 8 of the Delaware Code, and in the Florida Limited Liability Company Act as may be applicable. As an integral part of the Merger, Target's Managing Member Zlata Archy shall become bound by and join as a party to the Shareholders' Agreement of Acquiror. Without limiting the generality of the foregoing, the separate legal existence of Target shall cease, and Acquiror thereupon and thereafter shall possess and be vested with all the rights, privileges, powers, franchises, and property, both real and personal, and shall be subject to all the restrictions, duties, and liabilities of either Constituent Entity. Acquiror shall not change its legal name as part of the Merger.

3.0 Manner and Effect of Membership Interest Conversion; Other Provisions. Upon the Effective Date, by virtue of the Merger hereunder and without any further action on the part of the Parties, or of the holder of any membership interests of Target or of any membership interests of Acquiror:

3.01 Conversion of Membership Interests of Target and Certain Stock of Acquiror.

(a) The Managing Member is the sole Member of Target. All issued and outstanding membership units of Target, including any outstanding fractional membership units, shall be converted, in the aggregate, into Twenty-Five Hundred (2,500) fully paid and non-assessable shares of voting common stock of Acquiror (collectively, the "Merger Consideration"); provided that, however, Acquiror has agreed to pay to any Member of Target with appraisal rights, who does not approve the Merger and who properly exercises such appraisal rights under applicable Florida law, the amount to which each such Member is entitled to receive pursuant to Florida Statutes Sections 608.4351 through 608.43595 as provided in Section 3.04 below.

(b) The Managing Member is the sole current Shareholder of Acquiror. Each issued and outstanding share of voting common stock of Acquiror held by the Managing Member immediately prior to the effectiveness of the Merger shall be extinguished by the Merger, and the Managing Member's total equity interest in Acquiror as of and immediately after the Merger shall be the Merger Consideration.

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3.02 Exchange Procedure. Target shall close its membership unit registry / ledger as of the close of business on March ____, 2011, and there shall be no further registration of transfers therein. Upon delivery of an appropriate instrument of transfer and surrender of membership interests in Target to Acquiror or to such other agent or agents as Acquiror may appoint, duly endorsed in favor of Acquiror, pursuant to such letters of transmittal and other documents as may be reasonably specified by Acquiror, the holder of membership interests in Target shall be entitled to receive in exchange therefor, and Acquiror shall promptly distribute to such holder, the Merger Consideration to which such holder is entitled hereunder, and the membership interest in Target so surrendered shall forthwith be cancelled. No interest shall be paid or shall accrue on the consideration payable hereunder upon the surrender of any membership interest. In the event of a transfer of ownership of membership interests of Target which are not registered in the transfer records of Target, distribution of the Merger Consideration may be made to a party other than the person in whose name the membership interest so surrendered is registered, if such membership interest shall be properly endorsed and transferred, the party requesting such distribution shall pay any transfer or other taxes required by reason of the distribution to a party other than the registered holder of same or establish to the satisfaction of Acquiror that such tax has been paid or is not applicable, and the party requesting such distribution complies with all applicable restrictions on the transfer of such membership interests and all other terms and conditions as Acquiror reasonably may require. Until surrendered as contemplated by this subsection, each membership interest of Target shall be deemed at any time after the Effective Date to represent only the right to receive upon such surrender the Merger Consideration distributable hereunder, without interest, dividends, or distributions, into which the membership interests of Target shall have been converted hereunder.

3.03 Full Consideration. Subject to Section 3.04 below, the distribution and transfer of the Merger Consideration shall constitute full satisfaction of all rights pertaining to the membership interests of Target surrendered in the exchange.

3.04 Appraisal Rights. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, appraisal rights as provided in Florida Statutes Sections 608.4351 through 608.43595 (2011) shall be available with respect to the membership interests of Target. In order to perfect such appraisal rights, any Member of Target who dissents from the Merger must comply with the terms and conditions of Florida law, including without limitation the timely delivery of a written demand letter to Target before the taking of the vote on the Merger. Any dissenting Member of Target which properly exercises appraisal rights will be legally bound to accept the fair value of its membership interests in Target as so determined.

3.05 Florida Legal Process as to Acquiror. Acquiror's principal business address in Delaware, its State of incorporation, presently is situated at 160 Greentree Drive, Suite 101, Dover, Delaware 19904. Acquiror hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any and all legal obligations of Target, including any appraisal rights of Target's Members as provided in Section 3.04 above. Acquiror's street and mailing address, which the Florida Secretary of State may use for purposes of Florida Statutes Section 48.181, is as follows: 6601 Lyons Road, Suite D-10, Coconut Creek, Florida

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4.0 Warranties of Target. Target represents, warrants, and covenants to Acquiror that, as of the date of this Agreement and on the Effective Date:

4.01 Good Standing. Target is a limited liability company duly organized and validly existing in good standing under the laws of the State of Florida, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted.

4.02 Capital Structure. The authorized and outstanding membership units of Target consist solely of a single class of voting membership units. All outstanding membership units of Target were duly authorized, validly issued, and are fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right or subscription right under any provision of law, organizational document, contract to which Target is a party, or otherwise. No outstanding security of Target is convertible or exchangeable into or exercisable for membership units of Target. There are no options, preemptive or other rights, warrants, calls, commitments, or agreements of any kind to which Target is a party, or by which Target is bound, obligating Target to issue, deliver or sell, or cause to be issued, delivered or sold, additional membership units of Target or obligating Target to grant, extend, or accelerate the vesting of or otherwise amend or enter into any such option, preemptive or other right, warrant, call, right, commitment or agreement. Except as set forth in this Agreement, there are no rights or obligations, contingent or otherwise, of Target to repurchase, redeem, or otherwise acquire any membership units of Target. There are no registration rights agreements to which Target is a party or by which it is bound with respect to any membership interests of Target.

4.03 Authority; Non-Contravention.

(a) Target has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement, and the execution and delivery of this Agreement by Target and the consummation by Target of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Target, and no other authorizations or approvals on the part of Target are necessary to approve this Agreement or to consummate the transactions contemplated by this Agreement.

(b) The Managing Member of Target, who is the sole Member of Target, at a meeting duly called and held at which such sole Managing Member of Target was present, duly adopted resolutions: (i) approving and declaring advisable this Agreement, the Merger, and the other transactions contemplated hereby; (ii) declaring that it is advisable and in the best interests of Target and its Managing Member that Target enter into this Agreement and consummate the Merger on the terms and subject to the conditions set forth in this Agreement; and (iii) declaring that this Agreement is fair to Target and its Managing Member.

(c) The execution and delivery of this Agreement by Target and the consummation of the transactions contemplated hereby and compliance by Target with the

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provisions hereof, do not and will not result in any violation or breach of, or default under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation, or result in the creation of any lien in or upon any of the properties or assets of Target under, any provision of: (i) the Articles of Organization or other organizational documents of Target; (ii) any contract; or (iii) any statute, law, ordinance, rule, regulation, judgment, order or decree, in each case, applicable to Target or its properties or assets.

(d) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any domestic or foreign (whether national, Federal, State, provincial, local or otherwise) government or any court, administrative agency or commission or other governmental or regulatory authority or agency, domestic or foreign is required to be made or obtained by Target in connection with the execution and delivery of this Agreement by Target or the consummation by Target of the transactions contemplated hereby or compliance with the provisions hereof, except for the filing of the applicable Certificate and Article of Merger and other appropriate documents with the relevant authorities of the State of Delaware and State of Florida, and any other filings necessary to reflect the Merger in other States in which Target is qualified to do business.

4.04 Title to Assets. Target has legal and marketable title to, or valid leasehold interests in, all of its property and assets reflected as being owned or leased by it on its most recent balance sheet or acquired thereafter through the current date (except for personal property sold or otherwise disposed of in the ordinary course of business). The property owned or leased by Target, taken as a whole, is adequate and in a condition sufficient to permit Target to conduct its business in all material respects in the same manner as it is being conducted as of the date of this Agreement, subject to ordinary wear and tear and routine maintenance.

4.05 Member Vote. At a Member's meeting held with due notice, the Managing Member as the sole Member of Target voted to approve this Agreement, the Merger, and the other transactions contemplated hereby.

4.06 Survival. The foregoing representations and warranties shall survive the effectiveness of the Merger on the Effective Date.

5.0 Warranties of Acquiror. Acquiror represents, warrants, and covenants to Target that, as of the date of this Agreement and on the Effective Date:

5.01 Good Standing. Acquiror is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware, and it is authorized under all applicable statutes, regulations, ordinances; and orders of public authorities to carry on its business in the places and in the manner now conducted.

5.02 Authority; Non-Contravention.

(a) Acquiror has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement, and the execution and delivery of this Agreement by Acquiror and the consummation by Acquiror of the

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transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Acquiror, and no other authorizations or approvals on the part of Acquiror are necessary to approve this Agreement or to consummate the transactions contemplated by this Agreement.

(b) The Director of Acquiror, at a meeting duly called and held at which such sole Director of Acquiror was present, duly adopted resolutions: (i) approving and declaring advisable this Agreement, the Merger, and the other transactions contemplated hereby; (ii) declaring that it is advisable and in the best interests of Acquiror and its Shareholders that Acquiror enter into this Agreement and consummate the Merger on the terms and subject to the conditions set forth in this Agreement; and (iii) declaring that this Agreement is fair to Acquiror and its Shareholders.

(c) The execution and delivery of this Agreement by Acquiror and the consummation of the transactions contemplated hereby and compliance by Acquiror with the provisions hereof, do not and will not result in any violation or breach of, or default under, or give rise to a right of, or result in, termination, cancellation or acceleration of any obligation, or result in the creation of any lien in or upon any of the properties or assets of Acquiror under, any provision of: (i) the Certificate of Incorporation or other organizational documents of Acquiror; (ii) any contract; or (iii) any statute, law, ordinance, rule, regulation, judgment, order or decree, in each case, applicable to Acquiror or its properties or assets.

(d) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any domestic or foreign (whether national, Federal, State, provincial, local or otherwise) government or any court, administrative agency or commission or other governmental or regulatory authority or agency, domestic or foreign is required to be made or obtained by Acquiror in connection with the execution and delivery of this Agreement by Acquiror or the consummation by Acquiror of the transactions contemplated hereby or compliance with the provisions hereof, except for the filing of the applicable Certificates of Merger and other appropriate documents with the relevant authorities of the State of Delaware and State of Florida, and any other filings necessary to reflect the Merger in other States in which Acquiror is qualified to do business.

5.03 Shareholder Vote. At a Shareholders' meeting held with due notice, the sole Shareholder of Acquiror unanimously voted to approve this Agreement, the Merger, and the other transactions contemplated hereby.

5.04 Survival. The foregoing representations and warranties shall survive the effectiveness of the Merger on the Effective Date.

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6.0 Further Covenants of Acquiror. From and after the Effective Date, Acquiror shall indemnify, defend, and hold harmless to the fullest extent permitted by law the present Managing Member and officers of Target against all claims, actions, liabilities, expenses, losses, and damages in respect of acts or omissions occurring at or prior to the Effective Date. Acquiror shall fulfill and honor in all respects all rights to indemnification, advancement of litigation expenses, and limitation of personal liability existing in favor of the present Managing Member and officers of Target under any and all terms and conditions existing on the date of this Agreement in any indemnification agreements between Target and such individuals, and all such terms and conditions shall, with respect to any matter existing or occurring at or prior to the Effective Date (including the transactions contemplated by this Agreement), survive the Effective Date, and, as of the Effective Date, Acquiror shall assume all obligations of Target in respect thereof as to any claim or claims asserted prior to or after the Effective Date.

7.0 Right of Termination. At any time prior to the time that this Agreement (or a Certificate in lieu thereof) filed with the Delaware Department of State or Florida Department of State becomes effective, either Party may terminate this Agreement notwithstanding approval of the Agreement by the Shareholders of Acquiror, Member of Target, or both Parties. In the event that a Party terminates this Agreement after the filing of the Agreement (or a Certificate in lieu thereof) with the Delaware Department of State or Florida Department of State but before the Agreement (or a Certificate in lieu thereof) has become effective, the terminating Party shall file a Certificate of Termination of Merger or other appropriate with each such governmental office or agency.

8.0 Other Provisions.

8.01 Additional Documents and Further Assurances. The Parties shall cause to be delivered on the Effective Date, or at such other times and places as they may agree, such additional documents as are reasonably necessary for the purpose of carrying out this Agreement.

8.02 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding on the Parties and their respective successors and assigns.

8.03 Third Parties. This Agreement does not create any right, claim, or benefit inuring to any entity or person other than the Parties hereto, nor create or establish any third party beneficiary hereto.

8.04 Entire Agreement; Amendment; Severability; Headings; Gender References. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter stated herein and supersedes in all respects any prior or other agreement or understanding between or among the Parties and their respective subsidiaries and affiliates with respect to such subject matter.

No modifications, amendments, or other statements to this Agreement shall be binding on the Parties unless executed in writing and signed by the Party to be bound by such instrument.

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If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement and, to that extent, the provisions of this Agreement are intended to be and shall be deemed to be severable.

Headings in this contract are for convenience and reference only and shall not be used to interpret or construe provisions hereunder. All references in this Agreement shall be gender neutral, such that the masculine shall include the feminine and *vice versa*, and neutral references shall encompass both. Where applicable, the singular shall include the plural and *vice versa*.

8.05 Non-Waiver. No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

8.06 No Presumptions. Each Party hereto acknowledges that it has had an opportunity to consult with its own legal counsel and either has done so or voluntarily has waived the opportunity to do so. Each Party has participated in the preparation of this Agreement. No Party hereto is entitled to any presumption with respect to the interpretation of any provision hereof or the resolution of any alleged ambiguity herein based on any claim that the other Party hereto drafted or controlled the drafting of this Agreement.

8.07 Governing Law; Venue. Except as expressly stated herein with respect to the appraisal rights of limited liability company members under Florida law, Delaware law shall govern this Agreement and all questions arising hereunder, without regard to principles of choice of law or conflict of laws.

With respect to any suit, action, or proceeding relating to this Agreement or the transactions contemplated hereby, each Party irrevocably and exclusively submits to the personal jurisdiction and exclusive venue of the Delaware Court of Chancery. Each Party further waives any objection that it may have at any time to the laying of venue for such proceedings in such Court, waives any claim that such suit, action, or proceeding has been brought in an inconvenient forum, and further waives the right to object to such Court's personal jurisdiction over such Party.

8.08 Execution. This Agreement may be executed in counterparts, and faxed signatures of this Agreement shall constitute an original instrument qualified for admission into evidence in any court or administrative proceeding, through all authorized appeals.

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IN WITNESS WHEREOF, The Parties expressly acknowledge and agree to the terms of this Agreement and have duly executed same as of the date first written above.

ACQUIROR:

ATLANTIC JET SUPPORT, INC.,
a Delaware corporation

By: Zlata Archy
Zlata Archy
As Its: Director

ATTEST:
[Signature]
Print: SARUNAS RACKAUSKAS

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TARGET:

ATLANTIC JET SUPPORT LLC,
a Florida limited liability company

By: Zlata Archy
Zlata Archy

As Its: Managing Member

ATTEST:

Sarunas Rackauskas
Print: SARUNAS RACKAUSKAS

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