L06000022569

FILED

Florida Department of State
Division of Corporations
Public Access System

2006 MAR -6 A 10:12

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H06000058371 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)205-0380

From:
Account Name : GUTTENMACHER, BOHATCH & BARINAGA-BURCH, P.A.
Account Number : I19990000159
Phone : (305)442-4911
Fax Number : (305)442-0911

06 MAR -6 AM 8:00

MERGER OR SHARE EXCHANGE

NEWJET, LLC

Certificate of Status	0
Certified Copy	0
Page Count	13
Estimated Charge	~~$87.50~~

$60.00

P02-117429

Electronic Filing Menu Corporate Filing Menu Help

AL

Audit No.: H06000058371 3

FILED

2006 MAR -6 A 10:12

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF
NEWJET, LLC AND
NEWJET CORPORATION

The undersigned, being the Managing Member of **NEWJET, LLC**, a Florida limited liability company (the "Surviving Company"), and the President of **NEWJET CORPORATION**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

Name and Street Address	Jurisdiction	Entity Type
NEWJET CORPORATION P02-117429	Florida	S Corporation

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company is as follows:

Name and Street Address	Jurisdiction	Entity Type
NEWJET, LLC L06-22512	Florida	LLC

3. These Articles of Merger are being filed pursuant to a Plan of Merger (the "Plan"), which is attached hereto and made a part hereof;

4. That all of the assets of the Merging Company were assigned transferring the assets of the Merging Company to the Surviving Company;

5. The Articles of Organization of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on March 1, 2006;

6. The Articles of Incorporation of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on November 1, 2002; and

7. The attached Plan meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was duly approved by the members and shareholders of each constituent company respectively, in compliance with Chapter(s) 607, 617, 608, and/or 620 of the Florida Statutes.

FILED
2006 MAR -6 A 10: 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.

9. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

10. The merger shall become effective as of February 28, 2006.

11. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective February 28, 2006.

NEWJET, LLC, the Surviving Company

ANTON K. KHOURY, Managing Member

MARYANN KHOURY, Managing Member

NEWJET CORPORATION, the Merging Company

ANTON K. KHOURY, President

Audit No.: H06000058371 3

FILED
2006 MAR -6 A 10: 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN AND AGREEMENT OF REORGANIZATION
By Merger of
NEWJET CORPORATION
With and Into
NEWJET, LLC
As the Surviving Company

This Plan and Agreement of Reorganization by Merger (hereinafter referred to as the "Agreement") is effective February 28, 2006, by and between **NEWJET CORPORATION**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **NEWJET, LLC**, a limited liability company organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

This plan of reorganization shall be a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, as amended.

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Company is 13945 S.W. 139th Court, Miami, FL 33186, and is duly recorded since March 1, 2006; its Registered Agent is John S. Bohatch, 7301 S.W. 57th Court, South Miami, FL 33143; and

WHEREAS, the principal and registered office of the Merging Company is 13945 S.W. 139th Court, Miami, FL 33186, and is duly recorded since November 1, 2002; its Registered Agent is Anton K. Khoury, 13945 S.W. 139th Court, Miami, FL 33186; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is 1,000 common shares at $1.00 par value, of which 1000 shares are issued and outstanding and are owned legally and beneficially by ANTON K. KHOURY and MARYANN KHOURY; and

WHEREAS, the Directors, shareholders and members of the Constituent Companies deem it advisable and to the advantage of the Companies and the shareholders and members of both companies that the Merging Company be merged into the Surviving Company on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

FILED
2006 MAR -6 A 10: 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 1
PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of **NEWJET CORPORATION** and **NEWJET, LLC,** is adopted as follows:

a) **NEWJET CORPORATION** shall be merged with and into **NEWJET, LLC,** to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving Company shall be **NEWJET, LLC**

c) When this agreement shall become effective, the separate corporate existence of **NEWJET CORPORATION** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving Company shall succeed, without other transfer, to all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **NEWJET CORPORATION** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

d) The Surviving Company will carry on business with the assets of **NEWJET CORPORATION**, as well as with the assets of **NEWJET, LLC.**

e) The shareholders of **NEWJET CORPORATION** will surrender all of their shares in the manner hereinafter set forth.

f) The Articles of Organization of **NEWJET, LLC,** as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be when this Agreement has been adopted by the vote of the holders of the capital stock or membership units of each of the Companies hereto, in accordance with the requirements of the laws of the State of Florida and that fact has been certified by the Secretary or Assistant of each of the Companies and when the Articles of Merger are filed with the State of Florida.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.01. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, **NEWJET CORPORATION** represents and warrants to the Surviving Company as follows:

a) **NEWJET CORPORATION** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **NEWJET CORPORATION** is qualified to transact business as a corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) **NEWJET CORPORATION** has authorized capitalization of $1,000.00, consisting of 1,000 shares of common stock, each of $1.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required tax returns of **NEWJET CORPORATION**, if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. **NEWJET CORPORATION** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to **NEWJET CORPORATION** to execute this Agreement and perform its obligations under this Agreement, **NEWJET, LLC** represents and warrants to **NEWJET CORPORATION** as follows:

a) **NEWJET, LLC** is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted.

b) **NEWJET, LLC** has Membership Units. As of the date of this Agreement, 1000 Membership Units are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related supervisory commissions, if any, to the end that this plain is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

FILED
2006 MAR -6 P 12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 3
COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **NEWJET, LLC,** pending consummation of the merger, **NEWJET CORPORATION** shall not:

a) Declare or pay any dividend or make any other distribution on its shares.

b) Create or issue any indebtedness for borrowed money.

c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholder

3.02. This Agreement shall be submitted to the shareholders of **NEWJET CORPORATION** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the Members of **NEWJET, LLC** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of Newjet Corporation

3.03. Except as may be expressly waived in writing by **NEWJET CORPORATION,** all of the obligations of **NEWJET CORPORATION** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **NEWJET, LLC**:

a) The representations and warranties made by **NEWJET, LLC** to **NEWJET CORPORATION** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **NEWJET, LLC** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **NEWJET CORPORATION** and shall either correct the error, misstatement, or omission or obtain a written waiver from **NEWJET CORPORATION.**

b) **NEWJET, LLC** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

Conditions Precedent to Obligations of Newjet, LLC

3.04. Except as may be expressly waived in writing by **NEWJET, LLC,** all of the obligations of **NEWJET, LLC** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **NEWJET CORPORATION**:

a) The representations and warranties made by **NEWJET CORPORATION,** to **NEWJET, LLC** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **NEWJET CORPORATION** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **NEWJET, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **NEWJET, LLC**

b) **NEWJET CORPORATION** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4
MANNER OF CONVERTING SHARES

Manner

4.01. The holder of shares of **NEWJET CORPORATION** shall surrender all of its shares to the Manager of the Surviving Company promptly after the Effective Date. The surrendered shares shall be canceled an extinguished and in exchange the shareholders of the Merging Company shall have the right to receive Membership Units in the Surviving Company equal in proportion to the shares they held in the Merging Company.

Shares of Survivor

4.02. The currently outstanding Membership Units of **NEWJET, LLC** shall remain outstanding.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 5
DIRECTORS AND OFFICERS

Manager and Officers of Survivor

5.01. (a) The present Managers of **NEWJET, LLC** is ANTON K. KHOURY and MARYANN KHOURY, whose address is 13945 S.W. 139th Court, Miami, FL 33186, and shall continue to serve as the Managers of the Surviving Company until the next annual meeting or until his successors have been elected.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the Members as provided by the Operating Agreement of the Surviving Company.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of **NEWJET, LLC** shall remain as officers of the Surviving Company until the Board of Directors of the Surviving Company shall determine otherwise. The Board of Directors of the Surviving Company may elect or appoint additional officers as it deems necessary.

ARTICLE 6
OPERATING AGREEMENT

Operating Agreement of Survivor

6.01. The Operating Agreement of **NEWJET, LLC**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

ARTICLE 7
NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **NEWJET CORPORATION, NEWJET, LLC**, or the stockholder or members pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders and members shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the stockholders or members shall act as a waiver of any representation or warranty made under this Agreement.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Indemnification

7.02. **NEWJET CORPORATION** agrees that on or prior to the Effective Date it shall obtain from the stockholder an agreement under which the stockholders shall indemnify and hold harmless **NEWJET, LLC** against and in respect of all damages (as defined in this paragraph) in excess of $5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **NEWJET, LLC** from (i) any inaccurate representation made by or on behalf of **NEWJET CORPORATION** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **NEWJET CORPORATION** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **NEWJET CORPORATION** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to **NEWJET, LLC** pursuant to this Agreement. The stockholders shall reimburse **NEWJET, LLC** on demand for any payment made or for any loss suffered by **NEWJET, LLC** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to **NEWJET, LLC** by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against **NEWJET, LLC** for which **NEWJET, LLC** claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by **NEWJET, LLC,** which approval shall not be unreasonably withhold; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for **NEWJET, LLC** may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **NEWJET, LLC.**

Expenses

7.03. **NEWJET CORPORATION** will cause the stockholders to pay all expenses in excess of $5,000.00 incurred by **NEWJET CORPORATION** in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of **NEWJET CORPORATION** counsel and accountants (none of which shall be charged to **NEWJET CORPORATION**). If the transactions contemplated by this Agreement are not consummated, either **NEWJET CORPORATION** or the stockholders shall pay such expenses of **NEWJET CORPORATION** as the stockholders and **NEWJET CORPORATION** may then determine. **NEWJET, LLC** shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 8
TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of the Constituent Companies:

(a) By mutual consent of the Board of Directors of the Constituent Companies.

(b) At the election of the Board of Directors of either Constituent Companies if:

(1) The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Company.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or Operating Manager of either Constituent Company whose Board of Director has made the election shall give immediate written notice of the election to the other Constituent Company.

(b) On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.02, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Company as a result of the termination and abandonment.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE 9
INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. **NEWJET CORPORATION** agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. **NEWJET CORPORATION** further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of **NEWJET CORPORATION**, to:

Anton K. Khoury, President
Newjet Corporation
13945 S.W. 139th Court
Miami, FL 33186

or to such other person or address as **NEWJET CORPORATION** may from time to time request in writing.

(b) In the case of **NEWJET, LLC**, to:

Anton K. Khoury
13945 S.W. 139th Court
Miami, FL 33186

or to such other person or address as **NEWJET, LLC** may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

[Remainder of page intentionally left blank -- Execution page follows]

FILED
2006 MAR -6 A 10:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Agreement was effective February 28, 2006.

NEWJET CORPORATION, a Florida Corporation

ANTON K. KHOURY, President

NEWJET, LLC, a Florida Limited Liability Company

ANTON K. KHOURY, Managing Member

MARYANN KHOURY, Managing Member