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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

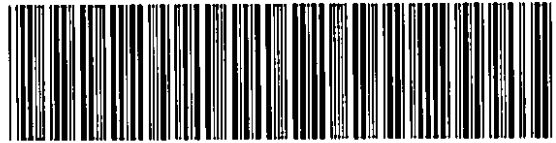
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Marybeth Hicks
Advised to know
the Amended/Restated Art
For Former Nana Avalon
Survivors Global Group Inc

Office Use Only



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SECRET
NOT FOR RELEASE
FBI LABORATORY

2018 AUG 21 PM 2:10

FILED

Albritton/CC

AUG 22 2018
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Payless Car Rental, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Marybell K. Flores

Contact Person

Avis Budget Group, Inc.

Firm/Company

6 Sylvan Way

Address

Parsippany, NJ 07054

City, State and Zip Code

marybell.flores@avisbudget.com

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

For further information concerning this matter, please call:

Marybell Flores

at (973) 496-2585

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

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

FILED
2018 AUG 21 PM 2:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
REZlink International, Inc.	Florida	Corporation
Payless Car Rental, Inc.	Nevada	Corporation

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>
Payless Car Rental, Inc.	Nevada	Corporation

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:

CSC Services of Nevada, Inc.

2215-B Renaissance Drive

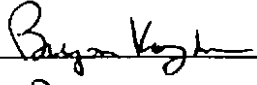
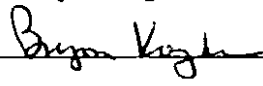
Las Vegas, NV 89119

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:
REZlink International, Inc.		Bryon L. Koepke
Payless Car Rental, Inc.		Bryon L. Koepke

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>
REZlink International, Inc.	Florida	Corporation

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>
Payless Car Rental, Inc.	Nevada	Corporation

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

REZlink International, Inc., a Florida corporation, is merging into its parent company, Payless Car

Rental, Inc., a Nevada corporation.

(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:

All interests, shares, obligations or other securities of REZlink International, Inc., will be transferred

to the surviving parent Nevada company, Payless Car Rental, Inc.

(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:

N/A

(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:

N/A

(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:

N/A

(Attach additional sheet if necessary)

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

N/A

(Attach additional sheet if necessary)

Annex A

**AGREEMENT AND PLAN OF MERGER
OF
REZLINK INTERNATIONAL, INC.
WITH AND INTO
PAYLESS CAR RENTAL, INC.**

AGREEMENT AND PLAN OF MERGER entered into on August 8, 2018 (the "Merger Agreement") by REZlink International, Inc., a Florida corporation (the "Corporation") and Payless Car Rental, Inc., a Nevada Corporation (the "Sole Stockholder") and approved by resolutions adopted by the Corporation's Board of Directors and the Sole Stockholder's Board of Directors on August 8, 2018 in accordance with the Bylaws of the Corporation and of the Sole Stockholder.

WHEREAS, NV Rev Stat § 92A.200, (the "NV Act") permits the merger of a domestic corporation into a foreign parent; and

WHEREAS, Section 607.1109 of the Florida Statute (the "FL Act") permits the merger of foreign corporations with and into a Florida corporation; and

WHEREAS, the Board of Directors of the Corporation and the Sole Stockholder, acting by unanimous consent, have declared it advisable and in the best interests of the Corporation to merge with and into the Sole Stockholder pursuant to the provisions of the Act upon the terms and conditions hereinafter set forth (the "Merger").

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by the Sole Stockholder and the Corporation, the Agreement and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth in this Merger Agreement.

1. The Corporation shall, pursuant to the provisions of the Act, and the NV Act, be merged with and into the Sole Stockholder, which shall be the surviving entity from and after the effective time of the Merger pursuant to the provisions of the Act and the NV Act. The separate existence of the Corporation shall cease at said effective time in accordance with the provisions of the Act and NV Act.

2. The name of the surviving entity shall be Payless Car Rental, Inc.

3. Annexed hereto and made a part hereof as Exhibit A is a copy of the current Certificate of Incorporation of the surviving entity, as the same shall be in force and effect at the effective time of the Merger in the State of Delaware as herein provided for; and said Certificate of Incorporation shall continue to be the Certificate of Incorporation of said surviving entity until amended and changed pursuant to the provisions of the Act.

4. The By-laws of the Sole Stockholder will be the By-laws of the surviving entity and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Act.

5. The Board of Directors and officers of the Sole Stockholder at the effective time of the Merger shall be the Board of Directors and the officers of the surviving entity, all of whom shall hold their

positions and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-laws of the Sole Stockholder.

6. Each issued share of common stock of the Corporation shall, at the effective time of the Merger, be cancelled. The ownership interests of the Sole Stockholder shall not be converted or exchanged in any manner.

7. The Corporation and the Sole Stockholder shall cause to be executed and filed and recorded any document or documents prescribed by the Act and the NV Act, and they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effectuate the Merger herein provided for.

8. The Board of Directors and the officers of the Corporation and the Board of Directors and officers of the Sole Stockholder are hereby authorized, empowered, and directed to perform any and all acts, and to make, execute, deliver, file, and record any and all instruments and documents which shall be necessary, proper, or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

9. The Merger Agreement is on file at the principal place of business of the Sole Stockholder at 6 Sylvan Way, Parsippany, New Jersey, 07054, and a copy will be furnished by the Sole Stockholder, on request and without cost, to any member of the constituent parties.

10. This Merger Agreement shall be effective at the time of filing.

11. Notwithstanding the full approval and adoption of this Merger Agreement, the said Merger Agreement may be terminated at any time prior to the filing of any requisite merger documents with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed upon behalf of each of the constituent parties thereto.

Dated: August 8, 2018

REZLINK INTERNATIONAL, INC.

By: Bryon L. Koepke
Name: Bryon L. Koepke
Title: Secretary

PAYLESS CAR RENTAL, INC.

By: Bryon L. Koepke
Name: Bryon L. Koepke
Title: Secretary