

F9400005466

Florida Department of State
Division of Corporations
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To:

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

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1515

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

**MERGER OR SHARE EXCHANGE
VAC-AIR SERVICE, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

C. LEWIS

SEP -7 2011

EXAMINER

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Vac-Air Service, Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Ellen Gilmore

Contact Person

Greenspoon Marder, P.A.

Firm/Company

100 W. Cypress Creek Road, Suite 700

Address

Fort Lauderdale, FL 33309

City, State and Zip Code

troyboy_tc@yahoo.com

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

For further information concerning this matter, please call:

Ellen Gilmore

Name of Contact Person

at (954)

343-6963

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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2011 SEP -6 AM 7:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
LD7000088881 Vac-Air Vargo, LLC	Florida	limited liability company
Vac-Air Service, Inc.	Delaware	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>
F94000005466 Vac-Air Service, Inc.	Delaware	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, 608, 617, and/or 620, Florida Statutes.

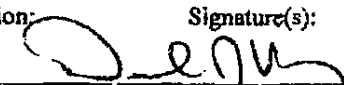

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Vac-Air Vargo, LLC		Daniel Vargo
Vac-Air Service, Inc.		Daniel Vargo

Corporations:	Chairmen, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

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AGREEMENT AND PLAN OF MERGERSECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER is made this 2nd day of September, 2011, by and between Vac-Air Vargo, LLC, a limited liability company formed and existing under the laws of the State of Florida (hereinafter referred to as the "Merging Company") and Vac-Air Service, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Corporation").

WHEREAS, the Manager and Members of the Merging Company and the Board of Directors and Shareholders of the Corporation deem it advisable and generally in the best interests of Merging Company, Corporation, and their respective Members and stockholders that the parties effect a merger (the "Merger") pursuant to the applicable corporate laws, with the Corporation being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Merger.** At the Effective Time (as defined in Section 5 hereof), Merging Company will be merged with and into the Corporation in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida and Delaware law as follows:

- (a) Each percentage interest of Membership Interest of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive .15 shares of voting common stock of the surviving Corporation, as the surviving entity. All of the percentage interest of the Membership Interest of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The stock of the surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall remain outstanding, after the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership Interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive .15 shares of voting common stock of the surviving Corporation as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the surviving Corporation shall issue stock attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the merging Company's Membership Interest thereby.

2. **Effect of Merger.** At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the surviving Corporation and the surviving Corporation, a Delaware corporation, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Incorporation and Stockholder Agreement of the

surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Stockholder Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) The stock of the surviving Corporation outstanding immediately prior to the Effective Time shall remain in existence as provided above; (e) the Member of the Merging Company receiving the stock of the surviving Corporation as set forth above shall be stockholders of the surviving Corporation as the surviving entity, and the officers and Board of Directors of the surviving Corporation immediately prior to the Effective Time shall be the officers and Board of Directors of the surviving Corporation as the surviving entity; (f) and the Merger shall have all of the effects provided by applicable law.

3. Filing. The Corporation and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida, and the Corporation and Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Delaware.

4. Conduct of the Merging Company and the Company. Until the Effective Time each of Merging Company and the surviving Corporation shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. Effective Time. The merger shall be effective on upon filing of Certificates of Merger with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the surviving Corporation as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the surviving Corporation acquired or to be acquired by reason of, or as a result of, the Merger, Merging Company and the surviving Corporation agree that such entities and their proper officers and managers shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the surviving Corporation and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper

officers and managers of the surviving Corporation are fully authorized and directed in the name of the Merging Company and the surviving Corporation or otherwise to take any and all such actions.

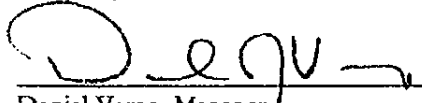
8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Termination. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

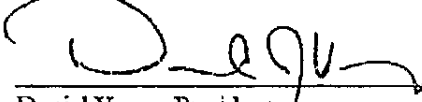
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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 2nd day of Sept, 2011.

Vac-Air Vargo, LLC (a Florida limited liability company)


Daniel Vargo, Manager

Vac-Air Service, Inc. (a Delaware corporation)


Daniel Vargo, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA