

12/28/2017

F 9500 127

Division of Corporations  
Florida Department of State  
Division of Corporations  
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.

((H17000339779 3)))



H170003397793ABCD

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)617-6380

From: Account Name : C T CORPORATION SYSTEM  
Account Number : FCA000000023  
Phone : (512)418-6949  
Fax Number : (954)208-0845

FILED  
17 DEC 28 AM 11:39

\*\*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  
Signal Perfection, Ltd, INC.

S TALLENT  
DEC 29 2017

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

Merger

RECEIVED  
17 DEC 28 PM 1:00  
DIVISION OF CORPORATIONS  
FLORIDA DEPARTMENT OF STATE

FILED  
17 DEC 28 AM 11:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

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>
AVI Rental Services Caribbean Division, Inc.	Florida	corporation P03000008672

**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>
Signal Perfection, Ltd., INC.	Maryland	corporation F05000000127

**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: December 31, 2017 at 12:01 a.m. (Eastern Standard Time)

---

**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:

6301 Benjamin Road

---

Suite 101

---

Tampa, FL 33634

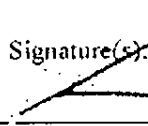

---

**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:
AVI Rental Services Caribbean Division, Inc.		Steve Palmer, Authorized Person
Signal Perfection, Ltd. Inc.		Steve Palmer, Chief Financial Officer

- Corporations: Chairman, 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:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## AGREEMENT AND PLAN OF MERGER

This **Agreement and Plan of Merger** (this "**Agreement**") is made and entered into as of December 31, 2017, pursuant to Sections 607.1104 and 607.1107 of the Florida Business Corporation Act (the "**Florida Act**") and Section 3-101 *et seq.* of the Maryland Corporations and Associations Code (the "**Maryland Code**"), by and among Signal Perfection Ltd., a Maryland corporation ("**SPL**"), AVI Rental Services Caribbean Division, Inc., a Florida corporation (the "**AVI Entity**"), and AVI-SPL, Inc., a Florida corporation ("**Parent**").

### WITNESSETH:

**WHEREAS**, Parent owns one hundred percent (100%) of the issued and outstanding capital stock of each of SPL and the AVI Entity;

**WHEREAS**, Parent desires to merge the AVI Entity with and into SPL (the "**Merger**"), following which SPL shall be the surviving entity; and

**WHEREAS**, the Board of Directors of Parent has determined that it is in the best interests of Parent and the AVI Entity to consummate the Merger, upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. **The Merger.**

1.1 **The Merger.** At the Effective Time (as defined herein), the AVI Entity shall merge with and into SPL, the separate existence of the AVI Entity will cease, and SPL shall be the surviving entity (hereinafter sometimes referred to as the "**Surviving Entity**").

1.2 **Effective Time.** Promptly following the execution of this Agreement, the Surviving Entity shall cause (a) articles of merger, in the form attached hereto as **Exhibit A** (the "**Florida Articles of Merger**"), to be filed with the Secretary of State of the State of Florida in accordance with the applicable requirements of the Florida Act, and (b) articles of merger, in the form attached hereto as **Exhibit B** (the "**Maryland Articles of Merger**") to be filed with the State Department of Assessments and Taxation of Maryland in accordance with the applicable requirements of the Maryland Code. The Merger shall become effective as of December 31, 2017 at 12:01 a.m., Eastern Standard Time (the "**Effective Time**"). The Effective Time of the Merger shall be stated in the Florida Articles of Merger and the Maryland Articles of Merger.

1.3 **Cancellation of Shares.** At the Effective Time, by virtue of the Merger and without further action, each share of capital stock of the AVI Entity that is issued and outstanding immediately prior to the Merger shall be cancelled without consideration.

## 2. **The Surviving Entity.**

2.1 Articles of Incorporation. As of the Effective Time, the Articles of Incorporation of SPL, as in effect at the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Entity, unless and until amended in accordance with applicable law.

2.2 Bylaws. As of the Effective Time, the bylaws of SPL (the "Bylaws"), as in effect at the Effective Time, shall continue in full force and effect as the Bylaws of the Surviving Entity, unless and until amended in accordance with its terms and applicable law.

2.3 Officers and Directors. The officers and directors of SPL immediately prior to the Effective Time shall, from and after the Effective Time, be the officers and directors of the Surviving Entity and shall hold their positions until their respective successors are duly elected or appointed and qualified as set forth in the Articles of Incorporation and Bylaws.

## 3. **Transfer and Conveyance of Assets and Assumption of Liabilities.**

3.1 Transfer, Conveyance and Assumption. At the Effective Time, without further transfer, the Surviving Entity shall succeed to and possess all of the rights, privileges and powers of the AVI Entity, and all of the assets and property of whatever kind and character of the AVI Entity shall vest in the Surviving Entity without further act or deed. Thereafter, the Surviving Entity shall be liable for all of the liabilities and obligations of the AVI Entity, and any claim or judgment against the AVI Entity may be enforced against the Surviving Entity.

3.2 Further Assurances. At any time, and from time to time, after the Effective Time, the officers of the Surviving Entity, may, in the name of the AVI Entity, execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, assurances, certificates, agreements, instruments and other writings and take or cause to be taken such further actions as the Surviving Entity may deem necessary or desirable in order to vest in the Surviving Entity title to, and possession of, any property of the AVI Entity acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the proper officers of the Surviving Entity are fully authorized in the name of the AVI Entity or otherwise to take any and all such actions.

## 4. **Miscellaneous.**

4.1 Headings. The headings used in this Agreement are for convenience of reference only and are not part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

4.3 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the

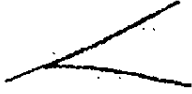
same instrument. An executed counterpart delivered by facsimile or other means of electronic transmission shall have the same force and effect as an originally executed copy of such counterpart.

4.4 Complete Agreement. This Agreement contains the complete agreement among the parties hereto with respect to the Merger and supersedes all prior agreements and undertakings relating thereto.

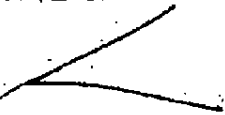
*{Signature Pages Follow}*

IN WITNESS WHEREOF, the parties hereto, have each caused this Agreement to be duly executed as of the year and date first above written.

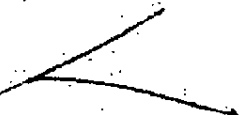
**SIGNAL PERFECTION LTD.**

By:   
Name: Steve Palmer  
Title: Chief Financial Officer

**AVI RENTAL SERVICES CARIBBEAN  
DIVISION, INC.**

By:   
Name: Steve Palmer  
Title: Chief Financial Officer

**AVI-SPL, INC.**

By:   
Name: Steve Palmer  
Title: Chief Financial Officer