

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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(((H12000306231 3)))



H120003062313ABCS

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

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**MERGER OR SHARE EXCHANGE**  
**Premier Aviation, L.L.C.**

Certificate of Status	0
Certified Copy	1
Page Count	01
Estimated Charge	\$68.75

12 DEC 31 PM 3:37  
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TALLAHASSEE, FLORIDA

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Corporate Filing Menu

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January 2, 2013

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

PREMIER AVIATION, L.L.C.  
4751 JIM WALTER BLVD  
TAMPA, FL 33607

SUBJECT: PREMIER AVIATION, L.L.C.  
REF: L12000161645

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Sylvia Gilbert  
Regulatory Specialist II

FAX Aud. #: H12000306231  
Letter Number: 713A00000046

RECEIVED  
13 JAN -2 AM 9:10  
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DIVISION OF CORPORATIONS  
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P.O. BOX 6327 - Tallahassee, Florida 32314

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12 DEC 31 PM 3:37  
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>
Premier Aviation, L.L.C.	Florida	Limited Liability Company
Premier Aviation, Inc.	Connecticut	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>
Premier Aviation, L.L.C.	Florida	Limited Liability Company

**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.

**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:

**The effective date is the date of filing**

**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:

**4751 Jim Walter Blvd., Tampa Florida 33607**

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

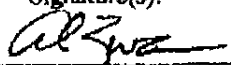
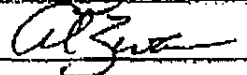
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: **4751 Jim Walter Blvd., Tampa Florida 33607**

Mailing address: **Same as above**

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:
Premier Aviation, L.L.C.		Al Zwan
Premier Aviation, Inc.		Al Zwan

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

<b><u>Fees:</u></b>	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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2012 (this "Agreement"), is among Premier Aviation, Inc., a Connecticut corporation ("PACT"), and Premier Aviation, L.L.C., a Florida limited liability company ("PAFL"). PAFL and PACT are sometimes referred to herein as the "Constituent Entities."

### RECITALS

WHEREAS, PACT is a corporation duly organized and existing under the laws of the State of Connecticut;

WHEREAS, PAFL is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, the stockholders of PACT have deemed it advisable and in the best interests of the corporation that PACT merge with and into PAFL upon the terms and conditions herein provided; and

WHEREAS, the managing member of PAFL has deemed it advisable and in the best interests of the limited liability company that PAFL merge with and into PACT upon the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

### I. MERGER

1.1 Merger. Subject to the terms and conditions of this Agreement and the applicable provisions of the laws of the State of Florida, PACT shall merge with and into PAFL (the "Merger"), the separate existence of PACT shall cease and PAFL shall continue as the surviving company (the "Surviving Company").

1.2 Filing and Effectiveness. The Merger shall become effective upon the filing of a certificate of merger with the Secretary of State of the State of Florida (the date of such filing, the "Effective Date").

1.3 Effect of the Merger. Upon the Effective Date, the separate existence of PACT shall cease and PAFL, as the Surviving Company, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by the stockholder of PACT on behalf of PACT, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of PACT, (iv) shall continue to be subject to all of the debts, liabilities and obligations of PACT as constituted immediately prior to the Effective Date, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of PACT in the same manner as if PACT had incurred them.

1.4 Cancellation of Partnership Interests. Upon the Effective Date, all capital stock of PACT outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action by the Constituent Entities, be cancelled and extinguished.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Formation. The Certificate of Formation of PAFL in effect immediately prior to the Effective Date shall continue in full force and effect as the Certificate of Formation of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.2 Agreement of Limited Liability Company. The Agreement of Limited Liability Company of PAFL in effect immediately prior to the Effective Date shall continue in full force and effect as the limited liability company agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.3 Managers and Officers. The managers and officers of PAFL immediately prior to the Effective Date of the Merger shall be the managers and officers of the Surviving Company until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Formation of the Surviving Company or the Agreement of Limited Liability Company of the Surviving Company.

## III. GENERAL

3.1 Further Assurances. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of PACT such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of PACT and otherwise to carry out the purposes of this Agreement, and the managers and officers of Surviving Company are fully authorized in the name and on behalf of PACT or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Constituent Parties.

3.3 Amendment. The Constituent Entities may amend this Agreement at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Florida.

3.4 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

3.5 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the Constituent Parties have executed this Agreement  
and Plan of Merger on the date first above written.

**PREMIER AVIATION, INC.,** a Connecticut  
corporation

By: 

Name: Al Zwan  
Title: President

**PREMIER AVIATION, L.L.C.,** a Florida  
limited liability company

By: 

Name: Al Zwan  
Title: Managing Member