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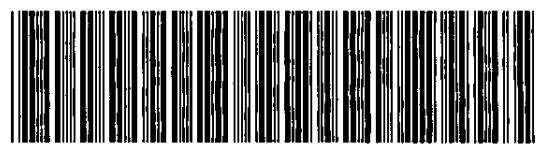
(Business Entity Name)

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merger
JUN - 5 2014
R. WHITE

FILED
JUN 21 PM 1:30
FBI - MEMPHIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: GREEN WING, LLC
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

ROBERT P. SALTSMAN, P.A.

Contact Person

ROBERT P. SALTSMAN, P.A.

Firm/Company

P.O. Box 2146

Address

Winter Park, FL 32790-2146

City/State and Zip Code

nancy@saltsmanpa.com

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

For further information concerning this matter, please call:

Nancy J. Calhoun

Name of Contact Person

At (407)

647-2899

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**ARTICLES OF MERGER OF
THEISEN ENTERPRISES, INC. WITH AND INTO
GREEN WING, LLC**

FILED
14 MAY 21 PM 1:33
TALLAHASSEE, FLORIDA

The following **ARTICLES OF MERGER** by and between **THEISEN ENTERPRISES, INC.** a Florida corporation, and **GREEN WING, LLC**, a Florida limited liability company, are being submitted in accordance with Florida Statutes Section 605.1025 of the Florida Revised Limited Liability Company Act, as amended, (the "Act").

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
THEISEN ENTERPRISES, INC. 407 N. Interlachen Avenue Winter Park, FL 32789	Florida	Corporation

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
GREEN WING, LLC 3521 Legacy Hills Court Longwood, FL 32779	Florida	Limited Liability Company

Florida Document No: L14000066467

FEIN: 46-5484799

THIRD: The Agreement and Plan of Merger dated May 2, 2014 ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Section 605.1023 of the Act.

FOURTH: The Plan of Merger was unanimously approved and adopted by the members of THEISEN ENTERPRISES, INC., the merging corporation, on May 2, 2014 by that certain Agreement and Plan of Merger of even date herewith.

FIFTH: The Plan of Merger was unanimously approved and adopted by the members of GREEN WING, LLC, the surviving limited liability company, on May 2, 2014, by that certain Agreement and Plan of Merger of even date herewith.

SIXTH: The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

SEVENTH: Pursuant to and in compliance with Section 605.1025 of the Act, the date and time of the effectiveness of the merger shall be on ~~May 2, 2014~~ *the date of filing. RT*

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by an authorized person this 2 day of May, 2014.

THEISEN ENTERPRISES, INC.,
a Florida corporation

By: 

Robert W. Theisen, Jr., President

GREEN WING, LLC, a Florida limited liability company

By its Managing Member:



Spencer J. Theisen

**AGREEMENT AND PLAN OF MERGER OF
THEISEN ENTERPRISES, INC.
INTO
GREEN WING, LLC**

FILED
MAY 21 2014 1:39
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER, dated this 2 day of May, 2014, made by and among **THEISEN ENTERPRISES, INC.**, a Florida corporation ("THEISEN") and **GREEN WING, LLC**, a Florida limited liability company ("GREEN WING").

WITNESSETH:

WHEREAS, THEISEN desires to merge with and into GREEN WING, with GREEN WING being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with Florida Statutes Section 605.1022 of the Florida Revised Limited Liability Company Act, as amended, (the "Act"); and

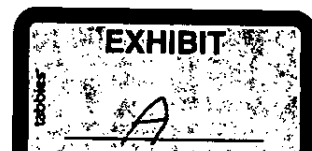
WHEREAS, the Manager of GREEN WING has determined that it is advisable that THEISEN be merged into GREEN WING, on the terms and conditions set forth, in this Plan of Merger, and in accordance with Section 605.1022 of the Act.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL

1. The term "Effective Date" shall mean the date of May 2, 2014.
2. On the Effective Date, THEISEN shall be merged with and into GREEN WING. The separate existence of THEISEN shall cease at the Effective Date and the existence of GREEN WING shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of limited liability companies organized under the law of the State of Florida.
3. The Plan of Merger has been approved and adopted by the members of THEISEN in accordance with the applicable provisions of Section 605.1023 of the Act and consented to by the members on May 2, 2014. The members have waived notice of the merger by their signatures below.
4. The Plan of Merger has been approved and adopted by the Manager of GREEN WING in accordance with Section 605.1023 of the Act. The members consented to the merger on May 2, 2014 and waived notice thereof by their signatures below.



ARTICLE II

EFFECTS OF THE MERGER

At and after the merger, GREEN WING shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the merging THEISEN; any and all property, real, personal and mixed, and any and all debts due of the merged THEISEN on whatever account, and all other choses in action, and all and every other interest of the merged THEISEN shall be taken and transferred to and vested in the surviving GREEN WING without further act or deed; and the title to any real estate, or any interest therein, vested in the merging THEISEN shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to Section 605.1026 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of THEISEN's stock certificate into units of GREEN WING membership units shall be as follows:

Membership units of GREEN WING shall be issued in to the members of THEISEN on a pro rata basis held of record without any action of the holder thereof. Each membership certificate representing units of said merged THEISEN shall be canceled of record and exchanged for One Thousand (1,000) membership unit certificates representing issued membership units of the surviving GREEN WING.

As soon as possible after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the members of THEISEN.

ARTICLE IV

DISSENTERS' RIGHTS

Members of THEISEN who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the member complies with the provisions of the Act regarding the rights of dissenting Shareholders, to be paid the fair value of such Shareholder's shares.

ARTICLE V

ASSIGNMENT

If at any time GREEN WING shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in GREEN WING the title to any property or rights of THEISEN, or to otherwise carry out the provisions hereof, the

President of THEISEN as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or conform title to such property or rights in GREEN WING, and the Manager of GREEN WING are fully authorized in the name and on behalf of THEISEN or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE VI

EXPENSES

GREEN WING shall pay all expenses of accomplishing the Merger.

ARTICLE VII

ARTICLES OF ORGANIZATION

The Articles of Organization of GREEN WING, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Articles of Organization of GREEN WING surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The Manager of GREEN WING surviving this merger shall be the same upon the Merger as he is for said limited liability company immediately prior thereto. The Operating Agreement of the surviving GREEN WING as in effect at the time of Merger, shall continue to be the Operating Agreement of GREEN WING, as the surviving limited liability company, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

ARTICLE VIII

MANAGEMENT

Management of GREEN WING is vested in its Manager and the name and address of the Manager are as set forth below.

Spencer J. Theisen
3521 Legacy Hills Court
Longwood, FL 32779

ARTICLE IX

AMENDMENT

At any time before the filing with the Florida Department of State of Florida of the Articles of Merger to be filed in connection herewith, the Manager of GREEN WING may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE X

TERMINATION

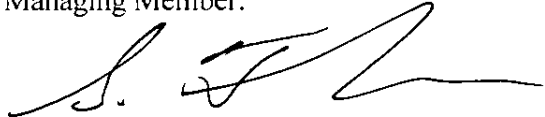
If for any reason consummation of the Merger is inadvisable in the opinion of the Manager of GREEN WING, this Plan may be terminated at any time before the Effective Date by resolution of the Manager of GREEN WING. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of GREEN WING or THEISEN, or their directors, officers, employees, agents, shareholders, or members.

IN WITNESS WHEREOF, the parties have set their hands this 2nd day of May, 2014.

"GREEN WING"

GREEN WING, LLC,
a Florida limited liability company

By its Managing Member:

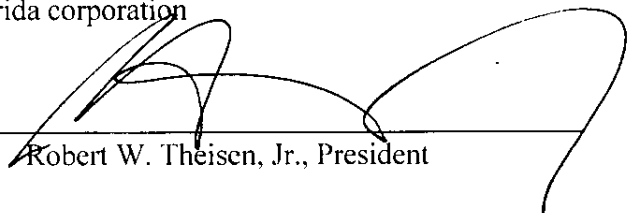


Spencer J. Theisen

"THEISEN"

THEISEN ENTERPRISES, INC.,
a Florida corporation

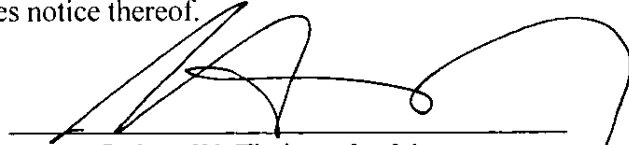
By: _____



Robert W. Theisen, Jr., President

CONSENT AND WAIVER OF NOTICE OF SHAREHOLDER

The undersigned Shareholder of THEISEN hereby consents to and acknowledges this Agreement and Plan of Merger and waives notice thereof.

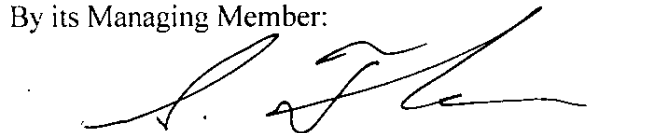

Robert W. Theisen, Jr., Manager

CONSENT AND WAIVER OF NOTICE OF MEMBERS

The undersigned members of GREEN WING hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

GREEN WING, LLC, a Florida limited liability company

By its Managing Member:


Spencer J. Theisen