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EXAMINER

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TALLAHASSEE, FLORIDA

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Reed Aero, Inc.
Name of Surviving Party

Please return all correspondence concerning this matter to:

Conrad S. Kulatz, Esq.

Contact Person

Attorney at Law

Firm/Company

633 SE Third Avenue Suite 4R

Address

Fort Lauderdale, FL 33301

City, State and Zip Code

kdavlaw@earthlink.net

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

For further information concerning this matter, please call:

Conrad S. Kulatz, Esq.

Name of Contact Person

at (954)

527-0002

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

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 or 617.0302, 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>
Reed Aero, Inc.	Florida	Corporation
Bumblebee Aviation, LLC	Colorado	LLC

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>
Reed Aero, Inc.	Florida	Corporation

PO8-2482

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:

August 15, 2010

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:


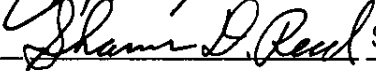
SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

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.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Reed Aero, Inc.		G. Peter Reed
Bumblebee Aviation, LLC		Sharon D. Reed

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

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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>
<u>See Agreement and Plan of</u>	<u>Merger attached hereto.</u>	

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>

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

[Faint handwritten notes and markings are visible at the bottom of the page.]

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:

(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:

(Attach additional sheet if necessary)

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FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(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:

(Attach additional sheet if necessary)

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SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

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AGREEMENT AND
PLAN OF MERGER

REED AERO, INC.

&

BUMBLEBEE AVIATION, LLC

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TALLAHASSEE, FLORIDA

COUNSEL:

Conrad S. Kulatz, Esq. & Associates
633 S.E. Third Avenue, Suite 4R
Fort Lauderdale, Florida 33301
(954)527-0002 Fax 524-5143

THIS AGREEMENT AND PLAN OF MERGER, dated as of August 15, 2010, by and between **REED AERO, INC.**, a Florida corporation with an office located at 400 Royal Palm Way, #204, Palm Beach, FL 33480 ("Survivor Company") and **BUMBLEBEE AVIATION LLC** a Colorado company with an office located at 10772 Remmick Ridge Road, Parker, CO 80134 ("Merged Company").

RECITALS

WHEREAS, the parties desire that Merged Company be merged into Survivor Company (the "Merger"), with Survivor Company being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the board of directors of each of the parties to this Agreement has determined that the proposed transaction is advisable and for the general welfare and advantage of their respective companies, members and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. Agreements of Merged Company

1.1 Transfer of Assets and Assignment of Contracts. Merged Company shall, subject to the terms and conditions of this agreement, sell, transfer, convey, assign, and deliver to Survivor Company, and Survivor Company shall accept, all right, title, and interest in and to the assets of Merged Company (the "Assets"). Merged Company shall, subject to these terms and conditions, transfer and assign its rights under any assumed contracts and Survivor Company shall assume Merged Company's rights and obligations under any Assumed Contracts of the Business.

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1.4 Instruments of Conveyance and Transfer. At the closing, Merged Company shall deliver to Survivor Company such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to Survivor Company and its counsel as shall be effective to vest in and warrant to Survivor Company good and marketable title to the Assets, free and clear of all mortgages, security agreements, pledges, charges, claims, liens, and encumbrances, and to transfer to Survivor Company all of Merged Company's rights and obligations under any Assumed Contracts. Simultaneously with such delivery, Merged Company shall take all steps as may be required to put Survivor Company in actual possession and operating control of the Assets, etc.

1.5 Further Assurances. Merged Company shall from time to time at the request of Survivor Company and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered under Section 1.4 and take such other action as Survivor Company may reasonably request to more effectively transfer, convey, and assign to and vest in Survivor Company, and to put Survivor Company in possession of, all or any portion of the Assets. In the event that any consent required to transfer any of the Assumed Contracts to Survivor Company has not been received by the Closing, and Survivor Company waives such nonreceipt and proceeds to Closing, Merged Company shall be obligated without further consideration to use its best efforts to secure for the Survivor Company the benefits of any such contract.

SECTION 2. Closing.

Closing shall take place as of August 15, 2010 (the "closing date"), or at another time, date, and/or place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Survivor Company and Merged Company of Articles of Merger in accordance with F.S. Chapter 607 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing.

SECTION 3. Representations and Warranties of Merged Company

3.1 Merged Company's Representations and Warranties. Merged Company

represents and warrants to Survivor Company as follows:

3.1.1 Capital Structure. All of the outstanding equity interests of Merged Company has been duly authorized and validly issued, and is fully paid and not subject to any restriction on transfer under the Articles of Organization or Bylaws of Merged Company or any agreement to which Merged Company is a party or has been given notice. There are no outstanding subscriptions, options, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of an equity interest in Merged Company, or obligating Merged Company to transfer any equity ownership or any securities.

3.1.2 Organization and Good Standing. Merged Company is duly qualified as a Colorado company and is in good standing in Colorado and in any jurisdiction in which the conduct of its business or the ownership of its assets requires such qualification.

A true and complete copy of the Articles of Organization and Bylaws of Merged Company, each as amended to this date, has been delivered or made available to Survivor Company. The minute books of Merged Company are current as required by law, contain the minutes of all meetings of its owners, the Managing Members, committees of Members and owners from the date of organization to this date, and adequately reflect all material actions taken by them. Merged Company has no affiliated companies.

3.1.3 Authorization; Validity. The execution, delivery, and performance of this Agreement by Merged Company has been duly and validly authorized by all requisite member action. This Agreement has been duly and validly executed and delivered by Merged Company, and is the legal, valid, and binding obligation of Merged Company, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

3.1.4 Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Merged Company of the transactions contemplated by this Agreement.

3.1.5 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver; or result in the imposition of any lien or other encumbrance upon any property or assets of Merged Company, under any agreement, lease, or other instrument to which Merged Company is a party or by which any of the property or assets of Merged Company is bound; (ii) violate any permit, license, or approval required by Merged Company to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Merged Company's Articles of Organization or Bylaws.

NO REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS AGREEMENT OR IN ANY SCHEDULE OR EXHIBIT FURNISHED UNDER IT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY IT, CONTAINS ANY UNTRUE STATEMENT OF A MATERIAL FACT OR OMITS TO STATE ANY FACT NECESSARY TO MAKE THE STATEMENTS CONTAINED IN IT NOT MISLEADING, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, AND ALL REPRESENTATIONS, WARRANTIES, CERTIFICATES, EXHIBITS, AND SCHEDULES ARE CORRECT ON AND AS OF THIS DATE AND WILL BE CORRECT ON THE CLOSING DATE.

3.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by Merged Company at the closing as if made at the time, and shall survive the closing until the expiration of all applicable statute of limitation periods.

SECTION 4. Covenants of Merged Company

4.1 Except as may otherwise be consented to or approved in writing by Survivor Company, Merged Company agrees that from the date of this Agreement and until the Closing:

4.1.1 Conduct Pending Closing. (i) The business of Merged Company shall be conducted only in the ordinary course consistent with past practices. (ii) [any other appropriate restrictions on the operation of the business pending closing (i.e., restrictions on dividends and restrictions on activities outside the ordinary course of business, such as mergers, restrictions on new debt, or hiring new personnel.)]

4.1.2 Access to Records. Merged Company shall provide Survivor Company and its representatives access to all records of Merged Company that they reasonably may request and provide reasonable access by said representatives to the properties of Merged Company

4.1.3 Solicitation. Merged Company agrees that it will not solicit, consider, or negotiate any offers to acquire the shares or assets of Merged Company, or to provide any information or to make available any management personnel to third parties for such purposes.

4.1.4 Confidentiality. Merged Company agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Merged Company's accountants, attorneys, and other professionals with whom Merged Company conducts business and to whom such disclosure is reasonably necessary, provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

4.1.5 Proration of Taxes and Other Amounts. All applicable taxes and rental payments under any Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing.

4.1.6 Employee Payments. Merged Company shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the closing date.

4.1.7 Risk of Loss. In the event that any of the assets of Merged Company are damaged by fire, vandalism, or other casualty before closing, the cost of any repair or restoration shall be an obligation of Merged Company and the closing shall proceed under

the terms of this Agreement, with the cost of repair or restoration escrowed at closing.

SECTION 5. Covenants of Survivor Company

5.1 Survivor Company's Representations and Warranties. Survivor Company represents and warrants to Merged Company as follows:

5.1.1 Capital Structure. The capitalization of Survivor Company is One Thousand Shares of common stock only. All of the issued and outstanding capital stock of Survivor Company has been duly authorized and validly issued, and is fully paid and nonassessable, [free of preemptive rights,] and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Survivor Company or any agreement to which Survivor Company is a party or has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of Survivor Company, or obligating Survivor Company to transfer any additional shares of its capital stock of any class or any other securities.

5.1.2 Ownership of the Shares. The shares of capital stock being issued to Survivor Company's shareholders at the closing are duly authorized and will be validly issued, fully paid, and nonassessable upon their issuance. The persons receiving securities at the closing will acquire good, valid, and indefeasible title, free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

5.1.3 Organization and Good Standing.

Survivor Company is a corporation duly organized, validly existing, and in good standing under the law of the State of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of Survivor Company, each as amended to this date, has been delivered or made available to Survivor Company. The minute books of Survivor Company are current as required by law, contain the minutes of all meetings of the incorporators, Board of Directors, committees of the

Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of Survivor Company

5.1.4 Authorization; Validity. The execution, delivery, and performance of this Agreement by Survivor Company has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Survivor Company, and is the legal, valid, and binding obligation of Survivor Company, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

5.1.5 Consents. Unless otherwise set forth herein, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Survivor Company of the transactions contemplated by this Agreement.

5.1.6 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time or both, constitute a default, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver, or result in the imposition of any lien or other encumbrance upon any property or assets of Survivor Company, under any agreement, lease, or other instrument to which Survivor Company is a party or by which any of the property or assets of Survivor Company is bound; (ii) violate any permit, license, or approval required by Survivor Company to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Survivor Company's Articles of Incorporation or Bylaws.

NO REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS AGREEMENT OR IN ANY SCHEDULE OR EXHIBIT FURNISHED UNDER IT OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY IT, CONTAINS ANY UNTRUE STATEMENT OF A MATERIAL FACT OR OMITS TO STATE ANY FACT NECESSARY TO MAKE THE

STATEMENTS CONTAINED IN IT NOT MISLEADING, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, AND ALL REPRESENTATIONS, WARRANTIES, CERTIFICATES, EXHIBITS, AND SCHEDULES ARE CORRECT ON AND AS OF THIS DATE AND WILL BE CORRECT ON THE CLOSING DATE.

5.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 5 shall be deemed renewed and made again by Survivor Company at the closing as if made at the time, and shall survive the closing until the expiration of all applicable statute of limitation periods.

SECTION 6. Conditions Precedent to Obligations of Survivor Company

6.1 Conditions Precedent. Unless, at the closing, each of the following conditions is either satisfied or waived by Survivor Company in writing, Survivor Company shall not be obligated to effect the transactions contemplated by this Agreement:

6.1.1 Representations and Warranties. The representations and warranties of Merged Company are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

6.1.2 Performance of Covenants. Merged Company shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

6.1.3 Items to be Delivered at Closing. Merged Company shall have tendered for delivery to Survivor Company the following:

(i) Corporate Action. A certified copy of member action of Merged Company authorizing and approving this Agreement and the transactions contemplated by it.

(ii) Certificate of Incumbency. A certificate of members duly executed by Merged Company's Secretary or Assistant Secretary.

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(iii) Articles of Merger. A duly executed original of these Articles of Merger.

(iv) Transfer Documents. Deeds, bills of sale, assignments, consents to assignments, and other instruments of transfer and consent necessary to transfer to Survivor Company good and marketable title in and to all of the Assets and Assumed Contracts, free and clear of all liens, unless otherwise set forth in this Agreement.

6.1.4 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident to this Agreement, shall be satisfactory in form and substance to Survivor Company and Survivor Company's counsel, whose approval shall not be withheld unreasonably.

6.1.5 No Adverse Change. There shall not have been a material adverse change in the financial condition of Merged Company or the business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside this Merger Agreement or the transactions contemplated by it.

SECTION 7. Conditions Precedent to Obligations of Merged Company

7.1 Conditions Precedent. Unless, at the closing, each of the following conditions is either satisfied or waived by Merged Company in writing, Merged Company shall not be obligated to effect the transactions contemplated by this Agreement.

7.1.1 Representations and Warranties. The representations and warranties of Survivor Company in this Agreement are true and correct at the date of this Agreement and as of the closing as if each were made again at that time.

7.1.2 Items to be Delivered at Closing. Survivor Company shall have tendered for delivery to Merged Company the following:

(i) Delivery of Shares. Stock certificates duly issued or such other consideration as is required to be delivered by this Agreement.

(ii) Good Standing Certificate. A certificate of the Florida Secretary of State, dated within 10 days of the closing, showing that Survivor Company is in good standing.

(iii) Corporate Action. A certified copy of the corporate action of Survivor Company authorizing and approving this Agreement and the transactions contemplated by it.

(iv) Articles of Merger. A duly executed original of these Articles of Merger.

7.1.3 Performance of Covenants. Survivor Company shall have performed and complied in all respects with the covenants and agreements required of it by this Agreement.

SECTION 8. Agreements to Indemnify.

8.1 Scope of Indemnity. Subject to the terms and conditions hereof, Merged Company agrees, to the fullest extent permitted by Florida law, to indemnify, defend, and hold harmless Survivor Company from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, and reasonable attorneys' fees and expenses, asserted against, related to, resulting from, imposed upon, or incurred by Survivor Company, directly or indirectly, by reason of, relating to, or resulting from (i) liabilities and obligations of, and claims against, Merged Company (whether absolute, accrued, contingent, or otherwise) existing as of the date of the closing or arising out of facts or circumstances existing on or before the date of closing; (ii) a breach of any agreement, representation, or warranty of Merged Company contained in or made pursuant to this Agreement, or any facts or circumstances constituting such a breach; or (iii) [any tax or related claim (including, without limitation, claims for interest and penalties) asserted against Merged Company or relating to the operations of Merged Company through the date of the closing].

8.2 Indemnification Procedure. Promptly after receipt by Survivor Company of notice of the making or commencement by any third party of any claim, action, lawsuit, or proceeding as to which indemnification may be sought (a "Third Party Claim"), Survivor

Company shall notify Indemnitors in writing of the commencement. The failure to notify Indemnitors shall not relieve Indemnitors from any liability that they may have under this section if Indemnitors are not prejudiced by the lack of such notice. However, if Indemnitors are prejudiced by the lack of such notice, then Indemnitors shall not be responsible for that portion of the liability caused by the prejudice resulting from the lack of notice.

If any such Third Party Claim is brought against Survivor Company, Indemnitors shall be entitled to participate and, to the extent they may elect by written notice delivered promptly to Survivor Company after receiving notice from Survivor Company, to assume the defense with counsel reasonably satisfactory to Survivor Company. The parties agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, claim, or demand. The Survivor Company shall have the right to employ its own counsel in any such case, but the fees and expenses of this counsel shall be at the expense of Survivor Company unless (i) the employment of counsel has been authorized in writing by Indemnitors in connection with the defense of the action; (ii) Indemnitors have not employed counsel to have charge of the defense of the action within a reasonable period of time after commencement of the action; or (iii) Survivor Company has reasonably concluded that there may be defenses available to it that are different from or additional to those available to Indemnitors, in which case Indemnitors shall not have the right to direct the defense of this action on behalf of Survivor Company. In any of these events, the fees and expenses of Survivor Company's counsel shall be borne by Indemnitors.

Neither Survivor Company nor Indemnitors may settle any Third Party Claim without the consent of the other. After any final judgment or award has been rendered by a court, arbitration board, or administrative agency of competent jurisdiction and the time in which to appeal from it has expired; a settlement has been consummated; or Indemnitors and Survivor Company arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by Indemnitors, Survivor Company shall forward to Indemnitors notice of any sums due and owing by it with respect to the matter, and Indemnitors immediately shall pay all of the sums owing, by wire transfer or certified or bank cashier's check, to Survivor Company

8.3 Setoff. Either Party shall have the right to set off against any balance due the

opposite respective party to this Agreement any amounts due from each to the other under this section, [except that no setoff shall be charged to Merged Company unless and until the total of all such amounts exceeds \$10,000.00USD].

8.4 Survival. The Indemnity provided by this Section shall survive the closing.

SECTION 9. Notices.

Any notice, request, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and (i) if delivered personally, by facsimile, or by courier or delivery service, at the time of such delivery; or (ii) if directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to Survivor Company: Reed Aero, Inc.
400 Royal Palm Way #204
Palm Beach, Florida 33480

If to Merged Company: Bumblebee Aviation, Inc.
10772 Remmick Ridge Road
Parker, Colorado 80134

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Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

SECTION 10. Miscellaneous.

10.1 Entire Agreement. This Agreement contains the Plan of Merger and the Articles of Merger, and their exhibits and schedules, and contains all of the terms and conditions agreed upon by the parties with reference to the subject matter and shall supersede any and all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including its Exhibits and

Schedules, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

10.2 Assignment. This Agreement shall not be assignable by either party without the express written consent of the opposite respective party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

10.3 Captions. All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

10.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

10.5 Waiver. Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken pursuant to this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

10.6 Controlling Law. This Agreement has been entered into in the State of Florida and shall be governed by, construed, and enforced in accordance with Florida Law.

10.7 Gender. Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the

neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

10.8 Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

10.9 Attorneys' Fees. In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorneys' fees, through all appeals.

10.10 References to Agreement. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

10.11 Schedules and Exhibits. Schedules and Exhibits to this Agreement (and any references to any part or parts of them) shall, in each instance, include the Schedules or Exhibits (as the case may be) attached to this Agreement as well as any amendments to such Schedules or Exhibits (in each such case). All such Schedules and Exhibits shall be deemed an integral part of this Agreement, and are incorporated into this agreement by reference.

10.12 Venue. Any litigation arising under this Agreement shall be instituted only in Palm Beach County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

10.13 Severability. Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, and/or provision. If any provision of this Agreement shall be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in

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full force and effect.

10.14 Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

10.15 Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

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