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MERGER OR SHARE EXCHANGE

LUSO AIR CORP.

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EXAMINER

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
LUSO AIR CORP., a Florida corporation
with
PRINCE AIR LLC, a Florida limited liability company**

Pursuant to Section 607.1109 of the Florida Business Corporation Act, and Section 608.4382 of the Florida Limited Liability Company Act, **LUSO AIR CORP.**, a Florida corporation (the "Surviving Company"), and **PRINCE AIR LLC**, a Florida limited liability company (the "Merging Company"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Company with and into the Surviving Company.

1. The Merging Company is a Florida limited liability company, with offices located at 5411 Willis Road, Palmetto, Florida 34221, Florida Document Registration Number L06000101827.

2. The Surviving Company is a Florida corporation, with offices located at 7270 NW 12th Street, Penthouse 3, Miami, Florida 33126, Florida Document Registration Number P08000070625.

3. The registered agent of the Surviving Company is Devine Goodman Pallot Rasco & Wells P.A., 777 Brickell Avenue, Suite 850, Miami, Florida 33131.

4. On the Effective Date, as this term is hereinafter defined, the Merging Company shall be merged with and into the Surviving Company, and the Surviving Company shall be the surviving entity of the merger, pursuant to the terms set forth in that certain agreement and plan of merger by and between the parties dated as of September 5, 2008 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A.

4. The Plan of Merger was approved by the sole shareholder of the Surviving Company and the sole managing member of the Merging Company in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes, respectively.

5. The effective date of the merger shall be the date on which this Articles of Merger are filed with the Office of the Florida Division of Corporations (the "Effective Date").

6. The merger is permitted under the laws of Florida, and is not prohibited by the Articles of Incorporation and Bylaws of the Surviving Company, or the Articles of Organization and the Operating Agreement of the Merging Company.

7. The Surviving Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the parties to the merger. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the parties to the merger shall be vested in the

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Surviving Company without further act or deed. The title to or any interest in any real estate vested in any of the parties to the merger shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the parties to the merger shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all of the obligations of each of the parties to the merger existing as of the Effective Date.

8. The executed Plan of Merger is on file at the principal place of business of the Surviving Company, the address of which is 7270 NW 12th Street, Penthouse 3, Miami, Florida 33126.

9. These Articles of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereby acknowledge and agree that facsimile signatures of these Articles of Merger shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Merging Company and the Surviving Company by their authorized representatives as of this 5th day of ~~Sept~~ 2008.

LUSO AIR CORP., the Surviving Company

By: _____

Antonio Miranda Esteves
Chief Executive Officer

PRINCE AIR LLC, the Merging Company

By: PRINCE CONTRACTING CO.,
INC., sole managing member

By: _____

Antonio Miranda Esteves
Chairman

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EXHIBIT A
PLAN OF MERGER

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H080002091583AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") dated as of this 5th day of September 2008, is entered into by and between LUSO AIR CORP., a Florida corporation (the "Surviving Company"), and PRINCE AIR LLC, a Florida limited liability company (the "Merging Company") (the Company and the Merging Company collectively referred to herein as the "Constituent Entities").

RECITALS

WHEREAS, the parties deem it in the best interests of the Constituent Entities to have the Merging Company merge with and into the Surviving Company, and the Surviving Company be the surviving entity of the merger pursuant to the terms set forth herein.

WHEREAS, the sole managing member of the Merging Company, and the sole shareholder of the Surviving Company, have approved the merger of the Merging Company with and into the Surviving Company in accordance with all applicable laws of the State of Florida.

WHEREAS, it is intended that the merger will qualify as a reorganization under Section 368(a) of the Internal Revenue Code of 1986 as amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements and provisions set forth herein, the parties agree as follows:

1. Merger. In accordance with the provisions of this Plan of Merger, Section 607.1101 et seq. of the Florida Business Corporation Act, and Section 608.438 et seq. of the Florida Limited Liability Company Act on the Effective Date (as defined below), (a) the Merging Company shall be merged with and into the Surviving Company; (b) following the merger, the separate existence of the Merging Company shall cease; and (c) each membership interest of the Merging Company which is issued and outstanding immediately prior to the Effective Date shall be canceled and retired without consideration, and no payment shall be made with respect thereto..

2. Effective Date. The merger of the Constituent Entities shall become effective on the date of filing of the Articles of Merger with the Florida Division of Corporations (the "Effective Date"). The Constituent Entities shall take all such other actions as may be required by law to make the merger effective.

3. Articles of Incorporation. Following the Effective Date, the Surviving Company shall continue its existence subject to the laws of the State of Florida, and its Articles of Incorporation in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Company.

4. Shares. The merger shall have no effect on the shares of the Surviving Company which are issued and outstanding as of the Effective Date.

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5. Directors and Officers. The Directors and officers of the Surviving Company as of the Effective Date shall continue to be the Directors and officers of the Surviving Company.

6. Effect of the Merger. The Surviving Company shall possess and retain every interest in all assets and property of every description, wherever located, of each of the Constituent Entities. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Company without further act or deed. The title to or any interest in any real estate vested in any of the Constituent Entities shall not revert or in any way be impaired by reason of the merger. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date.

7. Cooperation. The Merging Company shall, as and when requested by the Company, execute and deliver all such deeds, documents and instruments and take all such actions necessary or appropriate to carry out this merger, and to vest in the surviving Company title to and possession of any property of the Merging Company acquired or to be acquired by reason or as a result of the merger herein contemplated.

8. Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflict of law principles.

9. Construction. Every term and provision of this Plan of Merger shall be construed according to its fair meaning. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as a waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of the Plan of Merger shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10. Entire Agreement. This Plan of Merger contains the entire agreement between the Constituent Entities relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

11. Amendments. This Plan of Merger may be amended or modified only by a written instrument signed by authorized representatives of both Constituent Entities.

12. Severability. This Plan of Merger is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Plan of Merger or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Plan of Merger and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

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13. Section Headings. The section headings appearing in this Plan of Merger are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section.

14. Abandonment of Merger. Pursuant to Section 607.1103 of the Florida Business Corporation Act and Section 608.4381 of the Florida Limited Liability Company Act the Plan of Merger may be abandoned without further shareholder or member action, as the case may be, in the manner determined by the Board of Directors of the Surviving Company, or the managing member of the Merging Company.

15. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties hereby acknowledge and agree that facsimile signatures of this Plan of Merger shall have the same force and effect as original signatures.

[signatures on the next page]

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IN WITNESS WHEREOF, the parties have executed this Plan of Merger as of the date first above written.

LUSO AIR CORP., the Surviving Company

By: 
Antonio Miranda Esteves
Chief Executive Officer

PRINCE AIR LLC, the Merging Company

By: **PRINCE CONTRACTING CO., INC.**, sole
managing member

By: 
Antonio Miranda Esteves
Chairman