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BLACKJET, INC.

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TALLAHASSEE, FLORIDA

EXHIBIT B
ARTICLES OF MERGER

merging

GREEN JETS INCORPORATED,
a Florida corporation

into

BLACKJET, INC.,
a Delaware corporation

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105.

First: The name and jurisdiction of the surviving corporation is BlackJet, Inc. a Delaware corporation.

Second: The name and jurisdiction of the merging corporation is Green Jets Incorporated, a Florida corporation.

Third: The Agreement and Plan of Reorganization is attached.

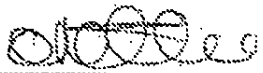
Fourth: The merger will become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the stockholders of the surviving corporation on October 22, 2012.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on October 22, 2012.

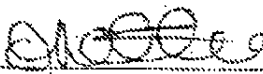
[SIGNATURE PAGE FOLLOWS]

GREEN JETS INCORPORATED,
a Florida Corporation

By: 
Dean G. Rotchin
Chief Executive Officer

Executed on October 22, 2012.

BLACKJET, INC.,
a Delaware Corporation

By: 
Dean G. Rotchin
Chief Executive Officer

Executed on October 22, 2012

EXHIBIT C
CERTIFICATE OF OWNERSHIP AND MERGER
OF
GREEN JETS INCORPORATED,
a Florida Corporation

Pursuant to Section 253 of the Delaware General Corporation Law, **BLACKJET, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Florida,

DOES HEREBY CERTIFY:

FIRST: That it was organized pursuant to the provisions of the Florida Business Corporation Act;

SECOND: That it owns 100% of the outstanding shares of the capital stock of BlackJet, Inc., a corporation organized pursuant to the provisions of the General Corporation Law of the State of Delaware.

THIRD: The Board of Directors of Green Jets Incorporated, a Florida corporation, has adopted the resolutions attached as *Exhibit A* to this certificate approving the Agreement and Plan of Reorganization and the merger of Green Jets Incorporated a Florida corporation, with and into BlackJet, Inc., a Delaware corporation, as of October 22, 2012.

FOURTH: The name of the surviving corporation will be BlackJet, Inc., a Delaware corporation.

FIFTH: The Certificate of Incorporation of BlackJet, Inc., a Delaware corporation, will be the Certificate of Incorporation of the surviving corporation.

SIXTH: The proposed merger has been adopted, approved, certified, executed and acknowledged by the Board of Directors and shareholders of Green Jets Incorporated, a Florida corporation, in accordance with the laws of the State of Florida and has been adopted, approved, certified, executed and acknowledged by the Board of Directors of BlackJet, Inc., a Delaware corporation, in accordance with the General Corporation Law of the State of Delaware.

SEVENTH: An executed copy of the Agreement and Plan of Reorganization is on file at the office of BlackJet, Inc., the surviving corporation, located at 1675 Palm Beach Lakes Boulevard, Suite 1, West Palm Beach, Florida 33401 and a copy of such agreement will be furnished, without cost, at the request of any stockholder of the constituent corporations.

[SIGNATURE PAGE FOLLOWS]

GREEN JETS INCORPORATED, a Florida corporation, has caused this certificate to be signed by its duly authorized representative as of October 22, 2012.

GREEN JETS INCORPORATED,
a Florida corporation

By: 

Dean G. Rotchin
Chief Executive Officer

**AGREEMENT AND PLAN OF REORGANIZATION
OF GREEN JETS INCORPORATED,
a Florida corporation,
AND
BLACKJET, INC.,
a Delaware corporation**

THIS AGREEMENT AND PLAN OF REORGANIZATION, dated as of October 22, 2012 (the "*Agreement*"), is entered into by and between GREEN JETS INCORPORATED, a Florida corporation ("*Green Jets*"), and BLACKJET, INC., a Delaware corporation ("*BlackJet*"). Green Jets and BlackJet are sometimes referred to in this Agreement as the "*Constituent Entities*."

RECITALS

A. Green Jets is a corporation duly organized and existing under the laws of the State of Florida and has authorized capital stock consisting of (i) 45,625,000 shares of Common Stock, \$.001 par value per share; and (ii) 4,375,000 shares of Preferred Stock, \$.001 par value per share. As of the date of this Agreement, the capitalization of Green Jets and Black-Jets-DE is set forth on *Exhibit A*.

B. BlackJet is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stock consisting of (i) 45,625,000 shares of Common Stock, \$.001 par value per share; and (ii) 4,375,000 shares of Preferred Stock, \$.001 par value per share. As of the date of this Agreement, one (1) share of Common Stock of BlackJet is issued and outstanding.

C. The Board of Directors of Green Jets has determined that, for the purpose of effecting the reorganization of Green Jets into Delaware, it is advisable and in the best interests of Green Jets that Green Jets merge with and into BlackJet upon the terms and conditions provided in this Agreement.

D. The respective Boards of Directors of Green Jets and BlackJet have approved this Agreement and the Merger (as defined in *Section 1.1* of this Agreement) by unanimous written consent, and have directed that this Agreement and the Merger be submitted to a vote of their respective stockholders and that this Agreement be executed by the undersigned authorized officers.

E. In connection with the Delaware Reorganization, the Company and its stockholders have agreed to amend and restate its Certificate of Incorporation to cause the previously existing shares of Common Stock of Green Jets to be converted into shares of Common Stock of BlackJet and for shares of Series Seed Preferred Stock of Green Jets to be converted into shares Series Seed Preferred Stock of BlackJet.

G. The Merger is intended to constitute a tax-free transfer reorganization under Section 368(a)(1)(F) of the Internal Revenue Code.

H. BlackJet is a wholly-owned subsidiary of Green Jets.

AGREEMENT

In consideration of the mutual agreements and covenants set forth in this Agreement, the parties agree as follows:

I. MERGER.

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Business Corporation Act (the "*Florida Act*") and the Delaware General Corporation Law (the "*DGCL*"), Green Jets will be merged with and into BlackJet (the "*Merger*"), the separate existence of Green Jets will cease and BlackJet will be, and is sometimes referred to in this Agreement as, the "*Surviving Entity*," and the name of the Surviving Entity will remain unchanged.

1.2 Filing and Effectiveness. The Merger will become effective when the following actions will have been completed:

(a) All of the conditions precedent to the consummation of the Merger specified in this Agreement will have been satisfied or duly waived by the party entitled to satisfaction thereof;

(b) Executed Articles of Merger, in substantially the form of *Exhibit B* to this Agreement, meeting the requirements of the Florida Act, will have been filed with the Florida Secretary of State; and

(c) An executed Certificate of Ownership and Merger, in substantially the form of *Exhibit C* to this Agreement, meeting the requirements of the DGCL, will have been filed with the Secretary of the State of Delaware.

The date and time when the Merger will become effective will be referred to in this Agreement as the "*Effective Date of the Merger*."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Green Jets will cease and BlackJet, as the Surviving Entity, (i) will continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) will be subject to all actions previously taken by it and by Green Jets, (iii) will succeed, without other transfer, to all of the assets, rights, powers and property of Green Jets in the manner more fully set forth in Section 259 of the DGCL and Section 607.1101 of the Florida Act, (iv) will continue to be subject to all of the debts, liabilities and obligations of BlackJet as constituted immediately prior to the Effective Date of the Merger, and (v) will succeed, without other transfer, to all of the debts, liabilities and obligations of Green Jets in the same manner as if BlackJet had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the Florida Act.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.

2.1 Certificate of Incorporation. The Certificate of Incorporation of BlackJet as in effect immediately prior to the Effective Date of the Merger will continue in full force and effect as the Certificate of Incorporation of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.2 Existing Agreements. Each of the following agreements among shareholders of Green Jets, dated as of February 29, 2012, as in effect immediately prior to the Effective Date of the Merger will continue in full force and effect as the agreements of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law: (i) the Investor Rights Agreement; (ii) the Right of First Refusal and Co-Sale Agreement and (iv) the Voting Agreement.

2.3 Bylaws. The Bylaws of BlackJet as in effect immediately prior to the Effective Date of the Merger will continue in full force and effect as the Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.4 Directors and Officers. The directors and officers of BlackJet immediately prior to the Effective Date of the Merger will continue to be the directors and officers of the Surviving Entity until their successors will have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Entity or the Bylaws of the Surviving Entity.

3. MANNER OF CONVERSION OF STOCK; ISSUANCE OF CERTIFICATES.

3.1 Green Jets Stock. Upon the Effective Date of the Merger, each outstanding share of Common Stock and Series Seed Preferred Stock of Green Jets as set forth on *Exhibit A*, will, by virtue of the Merger and without any action by the Constituent Entities, any stockholder or any other person, be converted into and exchanged for one (1) fully paid and nonassessable shares of Common Stock and Series Seed Preferred Stock, respectively, of the Surviving Entity.

3.2 Green Jets Warrants. Upon the Effective Date of the Merger, each outstanding warrant (a "*Warrant*") to purchase equity of Green Jets as set forth on *Exhibit A* will become a warrant to purchase Common Stock of BlackJet, as applicable, on the basis of one share of Common Stock of BlackJet for each one share of Green Jets Common Stock issuable pursuant to any such Warrant, on the same terms and conditions and at an exercise price equal to the original exercise price of the Warrant.

3.3 Issuance of Certificates.

(a) After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Green Jets Common Stock outstanding immediately prior to the Effective Date of the Merger will be entitled to receive in exchange for such holder's certificate a certificate or certificates representing the number of shares of Common Stock and Series Seed

Preferred Stock, as applicable, of the Surviving Entity into which such shares of Green Jets Common Stock and Series Seed Preferred Stock were converted as provided in this Agreement.

(b) Until such time as a certificate or certificates representing such shares of Common Stock of the Surviving Entity have been delivered to each stockholder of Green Jets, the registered owner on the books and records of the Surviving Entity of any such shares will have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock and Series Seed Preferred Stock, as applicable, of the Surviving Entity represented by such outstanding certificate.

(c) Each certificate representing Common Stock and Series Seed Preferred Stock, as applicable, of the Surviving Entity so issued in the Merger will bear a standard restricted stock legend, including the restriction in the bylaws providing a right of first refusal to the Surviving Entity.

3.4 BlackJet Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of BlackJet issued and outstanding immediately prior thereto will, by virtue of the Merger and without any action by BlackJet, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

4. GENERAL.

4.1 Covenants of BlackJet and Green Jets. BlackJet and Green Jets covenant and agree that they will, on or before the Effective Date of the Merger, take all such actions as may be required by applicable provisions of the DGCL and the Florida Act.

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

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Members of Green Jets or by the Board of Directors of BlackJet, or both, notwithstanding the approval of this Agreement by the Members of Green Jets.

4.4 Governing Law. This Agreement will in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, insofar as applicable, the merger provisions of the Florida Act.

4.5 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 will be deemed to be an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

This Agreement and Plan of Reorganization, having first been approved by the unanimous written consent of the Board of Directors of GREEN JETS INCORPORATED, a Florida corporation, and by the unanimous written consent of the Board of Directors of BLACKJET, INC., a Delaware corporation, is hereby executed on behalf of each of such Constituent Entities and attested to by their duly authorized representatives.

GREEN JETS INCORPORATED,
a Florida corporation

By: 
Dean G. Retchin
Chief Executive Officer

BLACKJET, INC.,
a Delaware corporation

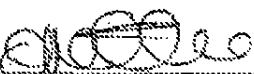
By: 
Dean G. Retchin
Chief Executive Officer

EXHIBIT A
CAPITALIZATION

<u>Shareholder</u>	Green Jets Common Shares Pre-Merger	Green Jets Series Seed Preferred Shares Pre-Merger	BlackJet Common Shares Post-Merger	BlackJet Series Seed Preferred Shares Post-Merger
Earthjet Incorporated	8,800,000	0	8,800,000	0
Anja L. Eckho	2,566,663	0	2,566,663	0
Dean Rotchin	2,200,000	0	2,200,000	0
Joseph P. Grunes	2,200,000	0	2,200,000	0
Joseph V. Vittoria	1,258,884	0	1,258,884	0
Business Jet Holdings, LLC	752,048	0	752,048	0
Dominick A. Telesco	592,768	0	592,768	0
Stewart Nazgler and Ronnie Naglin	200,000	0	200,000	0
Alfred A. Raponi	186,714	0	186,714	0
Lawrence A. Moens Associates, Inc.	158,884	0	158,884	0
William D. Siegel	158,884	0	158,884	0
Peter Krupp	158,884	0	158,884	0
Michael Lilloja	158,884	0	158,884	0
Robert Pellicone and Rita Pellicone	100,000	0	100,000	0
Michael Abbott	93,214	0	93,214	0
Shervin Pishevar	0	312,500		312,500
Daniel Rozensweig	0	312,500		312,500
Ashion Kutcher	0	312,500		312,500
Go Max, LLC	0	312,500		312,500
The Hit Forge, LP	0	312,500		312,500
Richard G. Marini, Jr. Living Trust	0	312,500		312,500
MXB Holdings, LP	0	312,500		312,500
Thomas Ryan	0	312,500		312,500
Science Media, LLC	0	312,500		312,500
Zelkova NonStop LLC	0	312,500		312,500
WGI Group, LLC	0	312,500		312,500
Eggplant Rodeo, LLC	0	312,500		312,500
Series-G, LLC	0	312,500		312,500
Precedent Investments, LLC	0	312,500		312,500
	19,585,827	4,375,000	19,585,827	4,375,000

	Green Jet's Common Shares Pre-Merger	BlackJet Common Share Post-Merger
<u>Warrants</u>		
Charles B. Rockwood	200,000	200,000
Hays Jet Holdings, LLC	2,812,250	2,812,250
Shervin Pishevar	200,000	200,000
Daniel Rosensweig	200,000	200,000
Ashton Kutcher	200,000	200,000
Richard Both	77,860	77,860

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