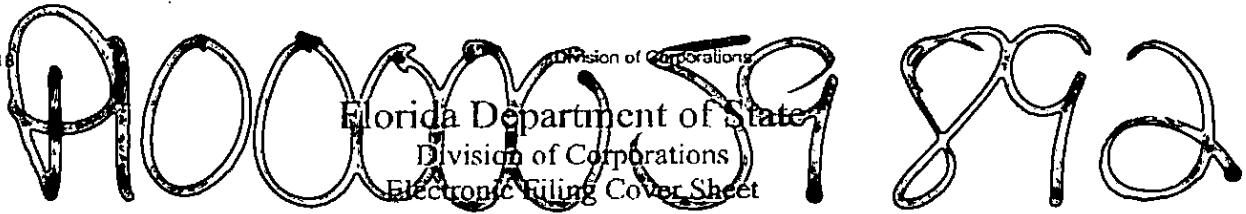


12/14/2018



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Account Number : 184076000124
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**MERGER OR SHARE EXCHANGE
MIAMI TECH AIRCRAFT MAINTENANCE INC**

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MIAMI TECH LINE
MALLORCA, FLORIDA

**ARTICLES OF MERGER
OF
MIAMI TECH LINE MAINTENANCE SUPPORT INC.
AND
MIAMI TECH AIRCRAFT MAINTENANCE INC**

The following Articles of Merger are submitted in accordance with the Florida Business Corporations Act, pursuant to Section 607.1105, Florida Statutes.

ARTICLE I

The names of the parties to the merger are **MIAMI TECH LINE MAINTENANCE SUPPORT INC.**, a corporation organized and existing under the laws of the State of Florida, and **MIAMI TECH AIRCRAFT MAINTENANCE INC.**, a corporation organized and existing under the laws of the State of Florida.

ARTICLE II

MIAMI TECH AIRCRAFT MAINTENANCE INC will continue its existence as the surviving company under its present name pursuant to Section 607.1101 of the Florida Business Corporations Act.

ARTICLE III

MIAMI TECH LINE MAINTENANCE SUPPORT INC. will be merged into **MIAMI TECH AIRCRAFT MAINTENANCE INC** as the non-surviving entity in the merger.

ARTICLE IV

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

ARTICLE V

The plan of merger ("Plan of Merger") was duly approved by the president of **MIAMI TECH LINE MAINTENANCE SUPPORT INC.** on December 14, 2018 and the shareholder's approval was not required.

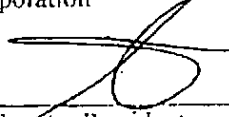
A copy of the Plan of Merger is attached herewith.

ARTICLE VI

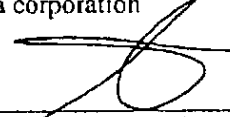
The Plan of Merger was duly approved by the president of MIAMI TECH AIRCRAFT MAINTENANCE INC on December 14, 2018, and the shareholder's approval was not required.

Executed this 14th day of December, 2018.

Miami Tech Line Maintenance Support Inc.,
a Florida corporation

By: 
Robert Caputo, President

Miami Tech Aircraft Maintenance Inc,
a Florida corporation

By: 
Robert Caputo, President

**PLAN OF MERGER OF
MIAMI TECH LINE MAINTENANCE SUPPORT INC.
WITH AND INTO
MIAMI TECH AIRCRAFT MAINTENANCE INC
UNDER THE NAME OF
MIAMI TECH AIRCRAFT MAINTENANCE INC**

The following Plan of Merger (the "Agreement") is submitted in compliance with Section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

ARTICLE I

The names of the parties to the merger are **MIAMI TECH LINE MAINTENANCE SUPPORT INC.**, a corporation organized and existing under the laws of the State of Florida and **MIAMI TECH AIRCRAFT MAINTENANCE INC**, a corporation organized and existing under the laws of the State of Florida.

**ARTICLE II
TERMS AND CONDITIONS OF MERGER**

2.1 Plan Adopted. A plan of merger of **MIAMI TECH LINE MAINTENANCE SUPPORT INC.** and **MIAMI TECH AIRCRAFT MAINTENANCE INC**, pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) **MIAMI TECH LINE MAINTENANCE SUPPORT INC.** (the "Merging Corporation"), shall be merged with and into **MIAMI TECH AIRCRAFT MAINTENANCE INC** (the "Surviving Corporation"), to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be **MIAMI TECH AIRCRAFT MAINTENANCE INC.**

(c) Upon filing Articles of Merger, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights, privileges, property and assets of the Merging Corporation and shall be subject to all the debts, obligations and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property

of each constituent corporation shall be preserved unimpaired, solely to the extent of such liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with its assets as well as with the assets of the Merging Corporation.

(e) The shareholders of the Merging Corporation will surrender all of their shares.

(f) The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.

(g) The Articles of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

2.2 Effective Date. The effective date of the merger (the "Effective Date") shall be the date when the Articles of Merger are filed by the Florida Department of State.

ARTICLE III DIRECTORS AND OFFICERS

3.1 Directors and Officers of Survivor. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

Robert Caputo – Director / President / Secretary

Mario Abad – Director

David Doerr – Director

Amasvido Rodriguez – Director

ARTICLE IV BYLAWS

4.1 Bylaws of Survivor. The bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE V INTERPRETATION AND ENFORCEMENT

5.1 Further Assurances. The Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

5.2 Notices. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of The Merging Corporation, to Robert Caputo or to such other person or address as the Merging Corporation may from time to time request in writing.

(b) In the case of the Surviving Corporation, to: Robert Caputo or to such other person or address as the Surviving Corporation may from time to time request in writing.

5.3 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

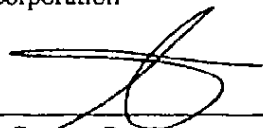
5.4 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed on this 14th day of December, 2018.

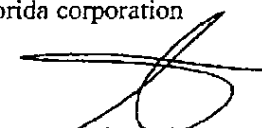
MERGING CORPORATION:

Miami Tech Line Maintenance Support Inc.,
a Florida corporation

By: 
Robert Caputo, President

SURVIVING CORPORATION:

Miami Tech Aircraft Maintenance Inc.,
a Florida corporation

By: 
Robert Caputo, President