

# P920000006290

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**MERGER OR SHARE EXCHANGE**

**BENSING AVIATION, INC.**

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merger  
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**ARTICLES OF MERGER**

**OF**

**BENSING AVIATION, INC.,  
A CALIFORNIA CORPORATION**

**AND**

**RANDALL AVIATION, INC.,  
A FLORIDA CORPORATION**

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, BENSING AVIATION, INC., a California corporation, and RANDALL AVIATION, INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging RANDALL AVIATION, INC., with and into BENSING AVIATION, INC. (the "Merger").

**FIRST:** The Plan of Merger is attached hereto as Exhibit A.

**SECOND:** The Plan of Merger was adopted by the written consent of the sole stockholder and director of BENSING AVIATION, INC., dated January 1, 2008, in accordance with Section 1110 of the California Corporations Code, and by the written consent of the sole stockholder and director of RANDALL AVIATION, INC., dated January 1, 2008, in accordance with the provisions of Sections 607.0704 and 607.1103 of the Florida Business Corporation Act.

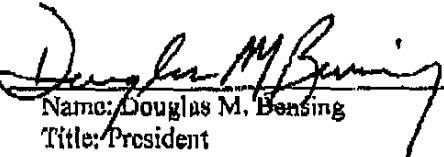
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*[Signature page follows.]*

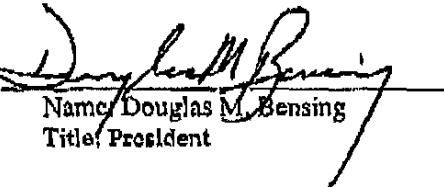
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IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be signed in its corporate name as of the 1<sup>st</sup> day of January, 2008.

BENSING AVIATION, INC.,  
a California corporation

By   
Name: Douglas M. Bensing  
Title: President

RANDALL AVIATION, INC.,  
a Florida corporation

By   
Name: Douglas M. Bensing  
Title: President

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## EXHIBIT A

### PLAN OF MERGER

THIS PLAN OF MERGER ("Plan") is made and entered into this 1<sup>st</sup> day of January, 2008, by and between BENSING AVIATION, INC., a California corporation ("BENSING") and RANDALL AVIATION, INC., a Florida corporation ("RANDALL"). (BENSING and RANDALL are together sometimes hereinafter referred to as the "Constituent Corporations").

#### **1. The Merger**

##### **1.1 Manner of Merger**

Subject to the terms and conditions of this Plan, and at the Effective Time (as hereinafter defined), RANDALL shall be merged with and into BENSING (the "Merger") with the effect that BENSING shall be the surviving corporation of the Merger (the "Surviving Corporation"). The corporate existence of BENSING with all of its purposes, powers and objects shall continue unaffected and unimpaired by the Merger, shall be governed by the laws of the State of California and succeed to all rights, assets, liabilities and obligations of RANDALL. The separate existence and corporate organization of RANDALL shall cease upon the Effective Time and thereafter the Surviving Corporation shall continue to exist under the laws of the State of California. The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Corporations, and neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Corporations; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Corporations existing immediately prior to the Effective Time. The title to any real estate or any interest therein, vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger.

##### **1.2 Articles of Incorporation, Bylaws, Directors and Agreement Among Shareholders and Corporation of the Surviving Corporation**

(a) The Articles of Incorporation of BENSING, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with the laws of the State of California.

(b) The Bylaws of BENSING, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with the laws of the State of California.

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### 1.3 The Status and Conversion of Shares

(a) At the Effective Time, each of the following events shall be deemed to occur simultaneously: (1) each share of RANDALL Common Stock, no par value per share, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, and (2) each share of BENSING Common Stock, no par value per share, issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding without change.

(b) At the Effective Time, the holders of certificates for shares of RANDALL Common Stock shall cease to have any rights as shareholders of RANDALL, and their sole rights for surrender and in exchange for them shall be the right to retain shares of BENSING Common Stock. Pending such surrender, such holder's certificate or certificates for shares of RANDALL Common Stock shall be deemed for all corporate purposes to evidence only the right to receive shares of BENSING common Stock, in accordance with the terms of this section.

### 2. Effective Time of the Merger

The Merger shall become effective upon the filing of Articles of Merger incorporating this Plan with the Florida Secretary of State. The term "Effective Time" as used herein shall mean the time at which the Articles of Merger are filed with the Florida Secretary of State. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it in order to consummate the Merger at such time.

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**JOINT WRITTEN CONSENT OF  
THE SOLE STOCKHOLDER AND DIRECTOR OF  
RANDALL AVIATION, INC.**

The undersigned, being the sole Stockholder and Director of the captioned Corporation, by his signature hereto pursuant to Sections 607.0704 and 607.0821 of the Florida Business Act, hereby adopts this Joint Written Consent in lieu of a formal meeting, and consents to, approves and adopts the following corporate acts:

RESOLVED that the Articles of Merger, and Plan of Merger attached to the Articles as Exhibit A, of the Corporation and Bensing Aviation, Inc., a copy of which is filed herewith and hereby made a part hereof for all purposes, be and the same is hereby adopted; and be it

FURTHER RESOLVED, that the proper Officers of the Corporation be and are hereby authorized and directed to execute and deliver said Articles of Merger on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1<sup>st</sup> day of January, 2008.

  
DOUGLAS M. BENSING