

12/27/2018

2016-12-27 16:16:16 CST

19542080845 From: Ranae McGraw

Division of Corporations

Florida Department of State
Division of Corporations
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Merger
DEC 28 2016
 R. WHITE

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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MERGER OR SHARE EXCHANGE
Jet Aviation International, Inc.

Certificate of Status	0
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Page Count	07
Estimated Charge	\$70.00

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Jet Aviation International, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Contact Person

CT Corporation

Firm/Company

Address

City/State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

At (_____) _____

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

16 DEC 27 AM 10:27

SEC 4-10-16
TALLAHASSEE, FLA

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Jet Aviation Engineering Management, Inc.	Texas	For Profit Corporation

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Jet Aviation International, Inc.	Florida	For Profit Corporation

Third: The Plan of Merger is attached.

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

OR 12 / 31 / 2016 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 21, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 21, 2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation:

Signature of an Officer or Director _____

Typed or Printed Name of Individual & Title

Jet Aviation Engineering
Management, Inc.

Robert E. Smith, President

Jet Aviation International, Inc.

Robert E. Smith, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 21, 2016, by and between Jet Aviation Engineering Management, Inc., a Texas corporation ("Jet Engineering") and Jet Aviation International, Inc., a Florida corporation ("JAI").

WHEREAS, the parties deem it desirable that, upon the terms and subject to the conditions hereof, Jet Engineering merge with and into JAI with JAI as the surviving corporation of such merger.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jet Engineering and JAI agree as follows:

2. Merger. On December 31, 2016 at 11:59 p.m. (the "Effective Time"), Jet Engineering shall be merged with and into JAI, with JAI as the surviving corporation of the merger (the "Merger").
3. Cancellation of Jet Engineering's Capital Stock. At the Effective Time, all issued and outstanding shares of capital stock, and all shares of capital stock that remain unissued, of Jet Engineering shall be canceled without consideration.
4. Submission to Stockholders; Filing. This Agreement and Plan of Merger shall be submitted to the stockholders of Jet Engineering and JAI required to vote hereon pursuant to the applicable laws of the state of Texas and Florida. If this Agreement and Plan of Merger is duly adopted and is not terminated as permitted by Section 8, the parties shall execute and cause to be filed such documents as are required by law to cause the Merger to become effective in the manner prescribed by the laws of Texas and Florida.
5. Copies. This Agreement of Merger is on file at the principal place of business of the JAI. A copy of this Agreement of Merger will be furnished by JAI on request, without cost, to any shareholder that is a party to the Merger.
6. Certificate of Incorporation and Bylaws. The certificate of incorporation and bylaws of JAI, the surviving corporation of the Merger, shall not be changed, except that Jet Engineering shall change its name to JAI, in connection with the Merger.
7. Assets, Liabilities, and Rights. At the Effective Time, and in accordance with applicable law, all of the assets, liabilities, rights, privileges, immunities, and franchises of Jet Engineering and JAI, and all property (real, personal, and mixed) of, and debts due to Jet Engineering and JAI, shall, for all purposes and in all respects, be and constitute the assets, liabilities, rights, privileges, immunities, franchises, property of, and debts due to, JAI, as the surviving corporation of the Merger.

8. Amendment and Termination. To the extent permitted by applicable law at any time prior to the Effective Time, this Agreement and Plan of Merger may be (a) amended by an agreement approved by the boards of directors of Jet Engineering and JAI, or (b) terminated by action of the boards of directors of both of Jet Engineering and JAI.

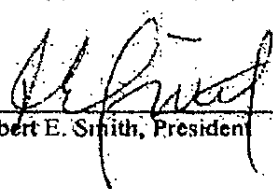
[Remainder of this page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be duly executed as of the date first written above.

JET AVIATION ENGINEERING
MANAGEMENT, INC.

By: 
Robert E. Smith, President

JET AVIATION INTERNATIONAL, INC.

By: 
Robert E. Smith, President