

P01000111404

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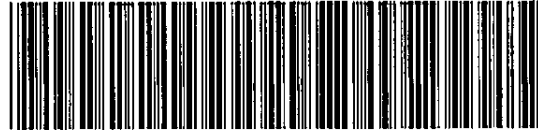
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
G. Ouellette DEC 09 2005

GRAY | ROBINSON
ATTORNEYS AT LAW

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December 9, 2005

Division of Corporations
George Firestone Building
409 East Gaines Street
Tallahassee, FL 32301

Via Hand Delivery

To Whom It May Concern:

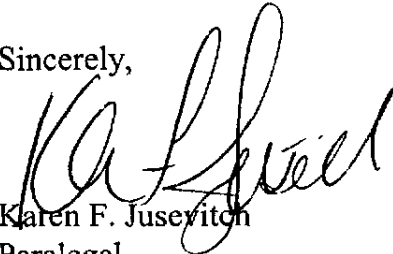
Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$78.75** for the applicable filing fees and fees to obtain a **Certified Copy** of the **Articles of Merger** for the following entity:

BBA Aviation Shared Services, Inc
(Document No. P01000111404) into

Page Avjet Holding Corporation
(a Delaware corporation)

Upon receipt, please "date-stamp" the copy of the letter provided and **call me at 577-9090 as soon as the merger has been officially approved and filed.** We will send a courier to retrieve the document at that time. Thank you for your assistance.

Sincerely,



Karen F. Jusevitch
Paralegal

/kfj
Enclosures

ARTICLES OF MERGER
OF
BBA AVIATION SHARED SERVICES, INC.
WITH AND INTO
PAGE AVJET HOLDING CORPORATION

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2005 DEC -9 PM 12:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 formation of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>FL Document Number</u>
Page Avjet Holding Corporation	Delaware	N/A

SECOND: The name and jurisdiction of formation of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>FL Document Number</u>
BBA Aviation Shared Services, Inc.	Florida	P01000111404

THIRD: The Agreement and Plan of Merger is attached hereto as **Exhibit A**.

FOURTH: The merger shall become effective on December 9, 2005.

FIFTH: The Agreement and Plan of Merger was adopted by the Board of Directors and the sole shareholder of the surviving corporation effective as of December 5, 2005.

SIXTH: The Agreement and Plan of Merger was adopted by the Board of Directors and the sole shareholder of the merging corporation effective as of December 5, 2005.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

DATED as of December 5, 2005.

BBA AVIATION SHARED SERVICES, INC.,
a Florida corporation

By: 
Bruce S. Van Allen, President

PAGE AVJET HOLDING CORPORATION,
a Delaware corporation

By: 
Bruce S. Van Allen, President

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 5, 2005, is by and between **BBA AVIATION SHARED SERVICES, INC.**, a Florida corporation (the "Merging Corporation"), **PAGE AVJET HOLDING CORPORATION**, a Delaware corporation and the Merging Corporation's parent corporation (the "Surviving Corporation").

The Merging Corporation, as of the date hereof, has authority to issue 1,000 shares of Common Stock, \$0.01 par value per share. As of the date hereof, 100 shares of the Merging Corporation's Common Stock are issued and outstanding, all of which are owned by the Surviving Corporation.

The Surviving Corporation, as of the date hereof, has authority to issue 100 shares of Common Stock, \$1.00 par value per share. As of the date hereof, 100 shares of the Surviving Corporation's Common Stock are issued and outstanding, all of which are owned by Guthrie North America, Inc., a Delaware corporation ("Guthrie").

The Merging Corporation and the Surviving Corporation desire that the Merging Corporation merge with and into the Surviving Corporation and that the Surviving Corporation shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware and the laws of the State of Florida.

The respective Boards of Directors of the Merging Corporation and the Surviving Corporation approved this Agreement and directed that it be submitted to a vote of each respective shareholder. The Surviving Corporation, as the 100% shareholder of the Merging Corporation, approved the Merger. Guthrie, as the 100% shareholder of the Surviving Corporation, approved the Merger. No shareholder of the Merging Corporation exercised his, her or its dissenter's rights under the laws of the State of Delaware or the laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

ARTICLE I

Merger

1.1. **Merger.** Subject to the terms and conditions of this Agreement, the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger") in accordance with the General Corporation Law of the State of Delaware and the Florida Business Corporation Act. The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the surviving corporation and continue its corporate existence under the laws of the State of Delaware.

1.2. **Effect of the Merger.** At the Effective Time of the Merger (as hereinafter defined), the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Merging Corporation and the Surviving Corporation; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging

to or due to each of the Merging Corporation and the Surviving Corporation shall vest in the Surviving Corporation without any further act or deed; the title to any real estate or any interest therein vested in the Merging Corporation shall not revert nor in any way become impaired by reason of the Merger; the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Merging Corporation and the Surviving Corporation; a claim of or against or a pending proceeding by or against the Merging Corporation or the Surviving Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation; and neither the rights of creditors nor any liens upon the property of the Merging Corporation or the Surviving Corporation shall be impaired by the Merger.

1.3. Effective Time of the Merger. The Merger shall become effective as of December 9, 2005 (the "Effective Time").

ARTICLE 2

Name, Certificate of Incorporation, Bylaws, Directors and Officers of the Surviving Corporation

2.1. Name and Domicile of Surviving Corporation. The name of the Surviving Corporation is Page Avjet Holding Corporation. The Surviving Corporation is duly organized, validly existing and in good standing under the General Corporation Law of the State of Delaware.

2.2. Certificate of Incorporation; Name Change. The Certificate of Incorporation of the Surviving Corporation, as in effect at the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time, except that its name shall be changed to:

BBA AVIATION SHARED SERVICES, INC.

2.3. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the General Corporation Law of the State of Delaware.

2.4. Directors and Officers. The officers of the Surviving Corporation at the Effective Time shall remain as the officers of the Surviving Corporation from and after the Effective Time and shall hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation until their successors are duly elected and qualified. The directors of the Surviving Corporation at the Effective Time shall change to the following slate of directors, who shall hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation until their successors are duly elected and qualified:

Bruce S. Van Allen
Robert P. Frese
Randall E. Lance

ARTICLE 3

Merging Corporation's and Surviving Corporation's Stock

3.1. **Cancellation of Merging Corporation's Stock.** At the Effective Time, each share of the Merging Corporation's issued and outstanding shares of capital stock issued to the Surviving Corporation shall be cancelled.

3.2. **Effect on Surviving Corporation's Stock.** At the Effective Time, each share of the Surviving Corporation's issued and outstanding shares of capital stock issued to Guthrie shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Surviving Corporation's issued and outstanding capital stock.

ARTICLE 4

Shareholder and Director Approval; Consents

4.1. **Merging Corporation: Shareholder and Director Approval.** This Agreement and the Merger were duly adopted and approved effective as of December 5, 2005 by both the Merging Corporation's Board of Directors and the Surviving Corporation, the Merging Corporation's sole shareholder, in accordance with the applicable provisions of the Delaware General Corporation Law, the Florida Business Corporation Act and in accordance with their constituent documents.

4.2. **Surviving Corporation: Shareholder and Director Approval.** This Agreement and the Merger were duly adopted and approved effective as of December 5, 2005 by the Surviving Corporation's Board of Directors and Guthrie in accordance with the applicable provisions of the General Corporation Law of the State of Delaware, the Florida Business Corporation Act and in accordance with their constituent documents.

4.3. **Consents.** Any and all consents, permits, authorizations, approvals and orders deemed, in the discretion of the Merging Corporation and the Surviving Corporation, to be material to the consummation of the Merger shall be obtained prior to the Effective Time.

ARTICLE 5

Employee Benefit Plans

Prior to the merger contemplated by this Agreement and Plan of Merger, the Merging Corporation was a participating employer in certain employee benefit plans maintained on behalf of employees of various affiliated entities. Immediately after the merger, employees of the Merging Corporation shall become employees of the Surviving Corporation which shall become a participating employer in the aforementioned employee benefit plans.

ARTICLE 6

General

6.1. **Termination and Abandonment.** This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, whether before or after the adoption and approval of this Agreement, by action of the Board of Directors of either the Merging Corporation or the Surviving Corporation, if the Board of Directors of any such corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of the Merging Corporation or the Surviving Corporation, as applicable. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either the Merging Corporation or the Surviving Corporation or their respective Boards of Directors or shareholders.

6.2. **Amendment.** This Agreement may be amended at any time prior to the Effective Time with the mutual consent of the Boards of Directors of the Merging Corporation and the Surviving Corporation; provided, however, that this Agreement may not be amended in any manner which, in the judgment of the Board of Directors of the Merging Corporation or the Surviving Corporation, would have a material adverse effect on the rights of their shareholders or in any manner not permitted under applicable law.

6.3. **Deferral.** Consummation of the transactions herein provided for may be deferred by the Board of Directors of the Merging Corporation or the Surviving Corporation for a reasonable period of time if such Board of Directors determines that such deferral would be, for any reason, in the best interests of the Merging Corporation and the Surviving Corporation.

6.4. **Headings.** The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, as of the day and year first above written.

**BBA AVIATION SHARED SERVICES,
INC.**, a Florida corporation

By: 
Bruce S. Van Allen, President

PAGE AVJET HOLDING CORPORATION,
a Delaware corporation

By: 
Bruce S. Van Allen, President