

F02000003762

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DEPARTMENT OF STATE
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15 DEC 30 PM 2:33
SECRETARY OF STATE
FALLA, SEAN
FALLA, SEAN

Menger

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 921946 7545934

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 21, 2015

ORDER TIME : 10:21 AM

ORDER NO. : 921946-075

CUSTOMER NO: 7545934

ARTICLES OF MERGER

ORLIN, INC.

INTO

PAYLESS CAR RENTAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender -- EXT. 62956

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 31, 2015

CSC
ATTN: MELISSA ZENDER

SUBJECT: PAYLESS CAR RENTAL, INC.
Ref. Number: F02000003762

RESUBMIT
Please give original
submission date as file date.

We have received your document for PAYLESS CAR RENTAL, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

Exhibit "A" as stated in the Agreement and Plan of Merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist III

Letter Number: 615A00027259

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

15 DEC 30 PM 2:33
F.M. 100
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025 Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orlin, Inc.	Florida	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Payless Car Rental, Inc.	Nevada	Corporation
_____	_____	_____

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o Corporation Service Company

2215-B Renaissance Drive

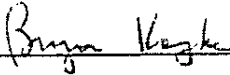
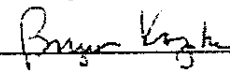
Las Vegas, NV 89119

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Orlin, Inc.		Bryon L. Koepke
Payless Car Rental, Inc.		Bryon L. Koepke

Corporations:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
-------------	---------------------	-------------------------

Orlin, Inc. Florida Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
-------------	---------------------	-------------------------

Payless Car Rental, Inc. Nevada Corporation

THIRD: The terms and conditions of the merger are as follows:

see attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

The securities of the merger party shall be cancelled.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

None

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

None

(Attach additional sheet if necessary)

**AGREEMENT AND PLAN OF MERGER
OF
ORLIN, INC.
WITH AND INTO
PAYLESS CAR RENTAL, INC.**

AGREEMENT AND PLAN OF MERGER entered into on December 22, 2015 by Orlin, Inc., a Florida corporation (the "Corporation") and Payless Car Rental, Inc. (the "Sole Stockholder") and approved by resolutions adopted by the Sole Stockholder's and Corporation's Boards of Directors on December 22, 2015 in accordance with the respective Bylaws of the parties.

WHEREAS, the Nevada Business Corporation Act (the "Act") permits the merger of foreign and domestic corporations with and into a Nevada corporation; and

WHEREAS, the Boards of Directors of the Corporation and the Sole Stockholder declare it advisable and to the advantage, welfare, and best interests of the Corporation to merge with and into the Sole Stockholder pursuant to the provisions of the Act upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by the Sole Stockholder and the Corporation, the Agreement and Plan of Merger (the "Merger Agreement") and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth in this Merger Agreement.

1. The Corporation shall, pursuant to the provisions of the Act, be merged with and into the Sole Stockholder, which shall be the surviving corporation from and after the effective time of the Merger, and which is sometimes hereinafter referred to as the "surviving corporation", pursuant to the provisions of the Act. The separate existence of the Corporation, which is sometimes hereinafter referred to as the "terminating corporation," shall cease at said effective time in accordance with the provisions of the Act.

2. Annexed hereto and made a part hereof as Exhibit A is a copy of the current Certificate of Incorporation of the surviving corporation as the same shall be in force and effect at the effective time in the State of Nevada of the Merger herein provided for; and said Certificate of Incorporation shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Act.

3. The present Bylaws of the surviving corporation will be the Bylaws of said surviving corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Act.

4. The members of the Board of Directors and officers of the surviving corporation at the effective time of the Merger shall be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their director positions and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the surviving corporation.

5. Each issued share of common stock of the terminating corporation shall, at the effective time of the Merger, be cancelled. The issued common stock of the surviving corporation shall not be converted or exchanged in any manner, but each said share of common stock which is issued as of the effective date of the Merger shall continue to represent one issued share of common stock of the surviving corporation.

6. The terminating corporation and the surviving corporation shall cause to be executed and filed and recorded any document or documents prescribed by the Act, and they will cause to be performed all necessary acts within the State of Nevada and elsewhere to effectuate the Merger herein provided for.

7. The Board of Directors and the proper officers of the terminating corporation and the Board of Directors and proper officers of the Corporation are hereby authorized, empowered, and directed to perform any and all acts, and to make, execute, deliver, file, and record any and all instruments and documents which shall be necessary, proper, or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

8. The Merger Agreement is on file at the principal place of business of the surviving corporation at 6 Sylvan Way, Parsippany, New Jersey, 07054, and a copy will be furnished by the surviving corporation, on request and without cost, to any member of the constituent parties

9. The effective time of this Merger Agreement, and the time at which the Merger herein agreed upon shall become effective in the State of Nevada, is) December 31, 2015.

10. Notwithstanding the full approval and adoption of this Merger Agreement, the said Merger Agreement may be terminated at any time prior to the filing of any requisite merger documents with the Secretary of State of the State of Nevada.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed upon behalf of each of the constituent parties thereto.

Dated: December ²², 2015

ORLIN, INC.

By: Bryon L. Koepke
Bryon L. Koepke
Secretary

PAYLESS CAR RENTAL, INC.

By: Bryon L. Koepke
Bryon L. Koepke
Secretary

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

AVALON GLOBAL GROUP, INC.

WHEREAS, the corporation (as defined below) was incorporated on February 24, 1978, under the name Payless Car Rental System, Inc., at which time the total amount of authorized Common Stock (as defined below) of the corporation was 25,000 shares;

WHEREAS, on February 4, 2004, certain stockholders of the corporation subscribed for an aggregate of 400,000 shares of Preferred Stock (as defined below), and since such date, such subscription has been recorded on the books and records of the corporation and the stockholders have conducted the affairs of the corporation consistently with the issuance of such Preferred Stock on such date; and

WHEREAS, in August 2009, certain stockholders of the corporation subscribed for an aggregate of 1,500,000 shares of Series B Preferred Stock (as defined below), and since such date, such subscription has been recorded on the books and records of the corporation and the stockholders have conducted the affairs of the corporation consistently with the issuance of such Series B Preferred Stock on such date;

NOW THEREFORE, the stockholders of the corporation, for the purpose of amending and restating the corporation's Articles of Incorporation in order to correct certain technical errors in the corporation's Articles of Incorporation and to restate the entire text of the corporation's Articles of Incorporation in a single certificate that reflects the intentions of the stockholders, under the provisions and subject to the requirements of Title 7, Chapter 78 of Nevada Revised Statutes, and the acts amendatory thereof, and hereinafter sometimes referred to as the General Corporation Law of the State of Nevada, have unanimously adopted and approved the following Amended and Restated Articles of Incorporation. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power (or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation) have voted in favor of the amendment is one hundred percent (100%):

FIRST: The name of the corporation (hereinafter called the corporation) is

AVALON GLOBAL GROUP, INC.

SECOND: The principal office of the corporation within the State of Nevada is to be located at c/o The Corporation Trust Company of Nevada, 311 S. Division Street, Carson City, NV 89703.

THIRD: The purposes for which the corporation is organized are as follows:

1. To franchise the Payless car rental system and other related systems and to enter into agreements with franchisees thereof.

2. To conduct any other business and engage in any other activities not specifically prohibited to corporations under the laws of the State of Nevada.

FOURTH:

A. The corporation shall have authority to issue not more than six million eight hundred eighty-three thousand eight hundred thirty-two (6,883,832) shares of \$.05 par value Common Stock (i.e. 4,000,000 shares, plus a reserve of the maximum number of shares into which the authorized Preferred Stock and Series B Preferred Stock are convertible).

B. The corporation shall, with effect from February 4, 2004, have authority to issue not more than four hundred thousand (400,000) shares of \$3.00 par value Preferred Stock. The Preferred Stock shall have no voting rights, shall be entitled to cumulative dividends at the rate of five percent (5%) per annum of the par value thereof, and shall be convertible into Common Stock at a conversion price of \$3.21 per share of Common Stock.

C. The corporation shall, with effect from August 27, 2009, have authority to issue not more than two million five hundred thousand (2,500,000) shares of \$2.00 par value Series B Preferred Stock. The Series B Preferred Stock shall have no voting rights, shall be entitled to cumulative dividends at the rate of eight percent (8%) per annum of the par value thereof, shall be redeemable by the corporation for its par value beginning one year after issuance, and shall be convertible into Common Stock on a share-for-share basis.

No holder of any of the shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may be reissued or transferred if the same have been reacquired and have treasury status, and any and all of such rights and options may be granted by the Board of Directors to such persons, firms, corporations and associations, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

FIFTH: The governing board of the corporation shall be styled as a "Board of Directors," and any member of said Board shall be styled as a "Director."

The number of members constituting the first Board of Directors of the corporation is three.

The number of directors of the corporation may be increased or decreased in the manner provided in the ByLaws of the corporation; provided, that no decrease shall be to a number less than that permitted by law. In the interim between annual and special meetings of stockholders entitled to vote, all vacancies, including vacancies caused by an increase in the number of directors and including vacancies resulting from the removal of directors by the stockholders

entitled to vote which are not filled by said stockholders, may be filled by the remaining directors, though less than a quorum.

SIXTH: No shares of capital stock of the corporation and no shares of stock without par value of the corporation, as the case may be, shall, after the amount of the subscription price has been paid or after the par value of any shares of stock with par value which the corporation may be authorized to issue has been paid and/or after the consideration fixed by the Board of Directors for any shares of stock without par value which the corporation may be authorized to issue has been paid, be subject to assessment to pay the debts of the corporation. Any paid-up shares of stock of the corporation and any shares of stock of the corporation issued as fully paid up, whether with par value and/or without par value, shall not be assessable or assessed in any manner and for any cause.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to fix the amount to be reserved as working capital over and above its paid-in capital stock, to authorize and cause to be executed, mortgages and liens upon the real and personal property of the corporation.

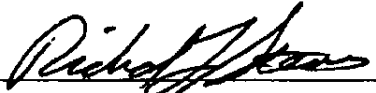
SEVENTH: The corporation shall have perpetual existence.

EIGHTH: The holders of a majority of the outstanding shares of stock or of shares with a majority of the voting power of such outstanding shares, as the case may be, shall constitute a quorum at a meeting of stockholders for the transaction of any business unless the action to be taken at the meeting shall require a greater proportion.

NINTH: The corporation shall, to the fullest extent permitted by the General Corporation Law of Nevada, indemnify any and all persons whom it shall have power to indemnify under said Law from and against any and all of the expenses, liabilities or other matters referred to in or covered by said Law, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any ByLaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

TENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Dated this 10th day of JULY, 2013.

By: 
Name: RICHARD L. STEUBUS
Title: SECRETARY/TREASURER



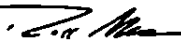
ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov



090201

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of	Document Number
 Ross Miller Secretary of State State of Nevada	20140109791-74
	Filing Date and Time
	02/14/2014 8:00 AM
	Entry Number
	C900-1978

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

AVALON GLOBAL GROUP, INC.

2. The articles have been amended as follows: (provide article numbers, if available)

FIRST: The name of the corporation is Payless Car Rental, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

100%

4. Effective date and time of filing: (optional)

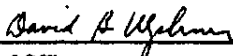
Date:

Time:

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X



Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 8-31-11