



THE UNITED STATES
CORPORATION
COMPANY

227959

ACCOUNT NO. : 072100000032

REFERENCE : 846366 81605A

AUTHORIZATION : Patricia Pizote

COST LIMIT : \$ 113.75

ORDER DATE : September 28, 2000

ORDER TIME : 10:33 AM

ORDER NO. : 846366-005

CUSTOMER NO: 81605A

CUSTOMER: Aaron J. Gold, Esq
Gold & Resnick, P.a.
704 West Bay Street

Tampa, FL 33606

FILED
00 SEP 28 PM 3:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger

ARTICLES OF MERGER

800003407858--6

J & D GROVE CORP. --
PATTON HILL CORP.

INTO

AIRPORT GROVE CORP. OF POLK
COUNTY

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

RECEIVED
00 SEP 28 AM 11:32
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CONTACT PERSON: Jeanine Reynolds EXT 1133
EXAMINER'S INITIALS:

AR
9/28/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

PATTON HILL CORP., a Florida corporation 227962

J & D GROVE CORP., a Florida corporation 227960

INTO

AIRPORT GROVE CORP OF POLK COUNTY, a Florida entity, 227959

File date: September 28, 2000

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 113.75

ARTICLES OF MERGER
OF
J & D GROVE CORP. AND PATTON HILL CORP.
INTO
AIRPORT GROVE CORP. OF POLK COUNTY

FILED
00 SEP 28 PM 3:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, Airport Grove Corp. of Polk County, J & D Grove Corp., and Patton Hill Corp., adopt the following Articles of Merger for the purpose of merging J & D Grove Corp. and Patton Hill Corp. into Airport Grove Corp. of Polk County.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of J & D Grove Corp. and Patton Hill Corp. into Airport Grove Corp. of Polk County is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are two thousand five hundred and fifty (2,550) shares of common stock, each of One Dollar (\$1.00) par value of Airport Grove Corp. of Polk County, issued and outstanding that were entitled to vote on the Plan of Merger, two thousand five hundred and fifty (2,550) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of Airport Grove Corp. of Polk County held on the 22nd day of September, 2000.

(B) There are five thousand (5,000) shares of common stock, each of One Dollar (\$1.00) par value of J & D Grove Corp. issued and outstanding that were entitled to vote on the Plan of Merger, five thousand (5000) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of J & D Grove Corp. held on the 22nd day of September, 2000.

(C) There are three thousand ninety-four (3,094) shares of common stock, each of One Dollar (\$1.00) par value of Patton Hill Corp. issued and outstanding that were entitled to vote on the Plan of Merger, three thousand ninety-four (3,094) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of Patton Hill Corp. held on the 22nd day of September, 2000.

3. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 22nd day of September, 2000.

SURVIVING CORPORATION:

AIRPORT GROVE CORP. OF POLK COUNTY

Don A. Cozner

By: J.W. Perdue
J.W. Perdue

William E. Hall

Its: President

MERGING CORPORATION:

J & D GROVE CORP.

Don A. Cozner

By: J.W. Perdue

William E. Hall

Its: President

MERGING CORPORATION:

PATTON HILL CORP.

Don A. Cozner

By: J.W. Perdue

William E. Hall

Its: President

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF J & D GROVE CORP.
AND
PATTON HILL CORP.
WITH AND INTO
AIRPORT GROVE CORP. OF POLK COUNTY
UNDER THE NAME OF
AIRPORT GROVE CORP. OF POLK COUNTY**

This is a Plan and Agreement of Merger ("Agreement") dated the 22nd day of September, 2000, between **J & D GROVE CORP.** (the "First Merging Corporation"), **PATTON HILL CORP.** (the "Second Merging Corporation") and **AIRPORT GROVE CORP. OF POLK COUNTY** (the "Surviving Corporation").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of J & D Grove Corp., Patton Hill Corp. and Airport Grove Corp. of Polk County, pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(A) J & D Grove Corp. and Patton Hill Corp. shall be merged with and into Airport Grove Corp. of Polk County, to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Corporation shall be Airport Grove Corp. of Polk County.

(C) When this Agreement shall become effective, the separate corporate existences of J & D Grove Corp. and of Patton Hill Corp. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of J & D Grove Corp. and of Patton Hill Corp. and shall be subject to all the debts and liabilities of the First Merging Corporation and of the Second 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, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Corporation will carry on business with the assets of both J & D Grove Corp. and of Patton Hill Corp. as well as with the assets of Airport Grove Corp. of Polk County.

(E) The shareholders of J & D Grove Corp. will surrender all of their shares in the manner hereinafter set forth.

(F) The shareholders of Patton Hill Corp. will surrender all of their shares in the manner hereinafter set forth.

(G) In exchange for the shares of J & D Grove Corp. and Patton Hill Corp. surrendered by its shareholders, the Surviving Corporation shall issue and transfer to the shareholders, on the basis set forth in Article IV, below, shares of its common stock.

(H) The shareholders of Airport Grove Corp. of Polk County will retain their shares as shares of the Surviving Corporation.

(I) The Articles of Incorporation of Airport Grove Corp. of Polk County 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.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Non-Survivor (First Merging Corporation). As a material inducement to the Surviving Corporation to execute this Agreement and performs its obligations under this Agreement, J & D Grove Corp. represents and warrants to the Surviving Corporation as follows:

(A) J & D Grove Corp. is duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) J & D Grove Corp. is authorized to issue five thousand (5000) shares of common stock, each of One Dollar (\$1.00) par value, of which five thousand (5000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. J & D Grove Corp. is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which J & D Grove Corp. is or may be obligated to issue or purchase shares.

(C) J & D Grove Corp. has furnished the Surviving Corporation with the balance sheet of J & D Grove Corp. as of September 30, 1999, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of J & D Grove Corp., (2) fairly present the financial condition of J & D Grove Corp. as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on

events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of J & D Grove Corp. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of J & D Grove Corp. at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of J & D Grove Corp. have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. J & D Grove Corp. has not been delinquent in the payment of any tax or assessment.

(E) J.W. Perdue and Susan E. Donahue, as tenants by the entireties, are and at the time of the effective date of the merger will be, the lawful owner of the shares of J & D Grove Corp. free and clear of all liens, claims, encumbrances and restrictions of every kind. J.W. Perdue and Susan E. Donahue, as tenants by the entireties, have full legal right, power, and authority to sell, assign, and transfer their shares of J & D Grove Corp. The delivery of the shares to the Surviving Corporation pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) J & D Grove Corp. has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of J & D Grove Corp.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against J & D Grove Corp. or J.W. Perdue and/or Susan E. Donahue that would affect it or its properties, assets, or business; and neither J & D Grove Corp. or J.W. Perdue and/or Susan E. Donahue is aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of J & D Grove Corp. J & D Grove Corp. is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of J & D Grove Corp. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. J & D Grove Corp. is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of J & D Grove Corp., or that would prohibit J.W. Perdue and/or Susan E. Donahue from entering into this Agreement or prevent consummation of this Agreement.

(I) J & D Grove Corp. has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, J & D Grove Corp. will have delivered to Airport Grove Corp. of Polk County a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by J & D Grove Corp. setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by J & D Grove Corp. under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of J & D Grove Corp. in effect at the time of delivery of the schedule.

(K) J & D Grove Corp. is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to J & D Grove Corp. or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of J & D Grove Corp. are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to J & D Grove Corp. or its successors.

(L) The books of account, minute books, share certificate books, and share transfer ledgers of J & D Grove Corp. are complete and correct, and there have been no transactions involving J & D Grove Corp. that properly should have been set forth in those books, other than those set forth in those books.

(M) J & D Grove Corp. represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Corporation, which facts if known by the Surviving Corporation or its shareholders, would cause the Surviving Corporation to abandon the proposed merger with J & D Grove Corp.

2.02 Non-Survivor (Second Merging Corporation). As a material inducement to the Surviving Corporation to execute this Agreement and performs its obligations under this Agreement, Patton Hill Corp. represents and warrants to the Surviving Corporation as follows:

(A) Patton Hill Corp. is duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) Patton Hill Corp. is authorized to issue five thousand (5000) shares of common stock, each of One Dollar (\$1.00) par value, of which three thousand ninety-four (3,094) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. Patton Hill Corp. is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which Patton Hill Corp. is or may be obligated to issue or purchase shares.

(C) Patton Hill Corp. has furnished the Surviving Corporation with the balance sheet of Patton Hill Corp. as of September 30, 1999, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Patton Hill Corp., (2) fairly present the financial condition of Patton Hill Corp. as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on

events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Patton Hill Corp. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Patton Hill Corp. at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of Patton Hill Corp. have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Patton Hill Corp. has not been delinquent in the payment of any tax or assessment.

(E) J.W. Perdue and Susan E. Donahue, as tenants by the entireties, are and at the time of the effective date of the merger will be, the lawful owner of the shares of Patton Hill Corp. free and clear of all liens, claims, encumbrances and restrictions of every kind. J.W. Perdue and Susan E. Donahue, as tenants by the entireties, have full legal right, power, and authority to sell, assign, and transfer their shares of Patton Hill Corp. The delivery of the shares to the Surviving Corporation pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) Patton Hill Corp. has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Patton Hill Corp.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Patton Hill Corp. or J.W. Perdue and/or Susan E. Donahue that would affect it or its properties, assets, or business; and neither Patton Hill Corp. or J.W. Perdue and/or Susan E. Donahue is aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Patton Hill Corp. Patton Hill Corp. is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of Patton Hill Corp. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Patton Hill Corp. is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Patton Hill Corp., or that would prohibit J.W. Perdue and/or Susan E. Donahue from entering into this Agreement or prevent consummation of this Agreement.

(I) Patton Hill Corp. has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, Patton Hill Corp. will have delivered to Airport Grove Corp. of Polk County a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by Patton Hill Corp. setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by Patton Hill Corp. under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of Patton Hill Corp. in effect at the time of delivery of the schedule.

(K) Patton Hill Corp. is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to Patton Hill Corp. or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of Patton Hill Corp. are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to Patton Hill Corp. or its successors.

(L) The books of account, minute books, share certificate books, and share transfer ledgers of Patton Hill Corp. are complete and correct, and there have been no transactions involving Patton Hill Corp. that properly should have been set forth in those books, other than those set forth in those books.

(M) Patton Hill Corp. represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Corporation, which facts if known by the Surviving Corporation or its shareholders, would cause the Surviving Corporation to abandon the proposed merger with Patton Hill Corp.

2.03 Survivor. As a material inducement to J & D Grove Corp. and to Patton Hill Corp. to execute this Agreement and perform their obligations under this Agreement, Airport Grove Corp. of Polk County warrants to J & D Grove Corp. and to Patton Hill Corp. as follows:

(A) Airport Grove Corp. of Polk County is duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted.

(B) Airport Grove Corp. of Polk County is authorized to issue five thousand (5000) shares of common stock, each of \$1.00 par value. As of the date of this Agreement, two thousand five hundred fifty (2,550) shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(C) Airport Grove Corp. of Polk County has furnished the First Merging Corporation and the Second Merging Corporation with the balance sheet of Airport Grove Corp. of Polk County as of September 30, 1999, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Airport Grove Corp. of Polk County, (2) fairly present the financial condition of Airport Grove Corp. of Polk County as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Airport Grove Corp. of Polk County. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or

to become due) of Airport Grove Corp. of Polk County at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of Airport Grove Corp. of Polk County have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Airport Grove Corp. of Polk County has not been delinquent in the payment of any tax or assessment.

(E) Airport Grove Corp. of Polk County has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Airport Grove Corp. of Polk County.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Airport Grove Corp. of Polk County that would affect it or its properties, assets, or business; and Airport Grove Corp. of Polk County is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Airport Grove Corp. of Polk County. Airport Grove Corp. of Polk County is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of Airport Grove Corp. of Polk County has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Airport Grove Corp. of Polk County is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Airport Grove Corp. of Polk County, or that would prohibit Airport Grove Corp. of Polk County from entering into this Agreement or prevent consummation of this Agreement.

(H) Airport Grove Corp. of Polk County has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, minute books, share certificate books, and share transfer ledgers of Airport Grove Corp. of Polk County are complete and correct, and there have been no transactions involving Airport Grove Corp. of Polk County that properly should have been set forth in those books, other than those set forth in those books.

(J) Airport Grove Corp. of Polk County represents and warrants that it has made full and complete disclosures of any material facts to the First Merging Corporation, and to the Second Merging Corporation, which facts if known by either Merging Corporation or their shareholders, would cause either Merging Corporation to abandon the proposed merger with Airport Grove Corp. of Polk County.

ARTICLE III

COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships.

3.02 Submission To Shareholders. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

3.03 Conditions Precedent to Obligations of J & D Grove Corp. Except as may be expressly waived in writing by J & D Grove Corp. all the obligations of J & D Grove Corp. under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Airport Grove Corp. of Polk County.

(A) The representations and warranties made by Airport Grove Corp. of Polk County to J & D Grove Corp. in Article II of this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) Airport Grove Corp. of Polk County shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for J & D Grove Corp.

3.04 Conditions Precedent to Obligations of Patton Hill. Except as may be expressly waived in writing by Patton Hill Corp. all the obligations of Patton Hill Corp. under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Airport Grove Corp. of Polk County.

(A) The representations and warranties made by Airport Grove Corp. of Polk County to Patton Hill Corp. in Article II of this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) Airport Grove Corp. of Polk County shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Patton Hill Corp.

3.05 Conditions Precedent to Obligations of Airport Grove Corp. of Polk County. Except as may be expressly waived in writing by Airport Grove Corp. of Polk County, all the obligations of Airport Grove Corp. of Polk County under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by J & D Grove Corp. and Patton Hill Corp.:

(A) The representations and warranties made by J & D Grove Corp. and Patton Hill Corp. to Airport Grove Corp. of Polk County in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) J & D Grove Corp. and Patton Hill Corp. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by them prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE IV
MANNER OF CONVERTING SHARES

4.01 Manner. The holder of shares of J & D Grove Corp. and Patton Hill Corp. shall surrender their shares to the Secretary of the Surviving Corporation promptly after the effective date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article IV.

4.02 Basis. J.W. Perdue and Susan E. Donahue, as tenants by the entireties, shall be entitled to receive two thousand nine hundred twenty-four (2,924) shares of common stock of the Surviving Corporation, each of \$1.00 par value to be distributed on the basis of two thousand one hundred fifty-one (2,151) shares for the five thousand (5,000) shares of common stock of J & D Grove Corp. currently issued and outstanding, and seven hundred seventy-three (773) shares for the three thousand ninety-four (3,094) shares of common stock of Patton Hill Corp. currently issued and outstanding.

4.03 Shares of Surviving Corporation. The currently outstanding one hundred (100) shares of common stock of Airport Grove Corp. of Polk County, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE V
DIRECTORS AND OFFICERS

5.01 Directors and Officers of Surviving Corporation.

(A) The present Board of Directors of Airport Grove Corp. of Polk County shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting, or until their successors have been elected and qualified.

(B) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the effective date of merger, the vacancy may be filled by the shareholders as provided in the by-laws and/or Shareholders Agreement of the Surviving Corporation.

(C) All persons who as of the effective date of the merger shall be executive or administrative officers of Airport Grove Corp. of Polk County shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE VI
BY-LAWS

6.01 By-Laws of the Surviving Corporation. The by-laws of Airport Grove Corp. of Polk County, existing on the effective date of the merger, shall continue in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE VII
NATURE AND SURVIVAL OF WARRANTIES,
INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of J & D Grove Corp., Patton Hill Corp., Airport Grove Corp. of Polk County or the stockholders pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties shall survive for a period of one (1) year after the effective date. No inspection, examination or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE VIII
TERMINATION

8.01 Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of any of the constituent corporations:

(A) By mutual consent of the Board of Directors of the constituent corporations.

(B) At the election of the Board of Directors of any of the constituent corporation
if:

(1) The shareholders of Airport Grove Corp. of Polk County, dissent so that, in the opinion of the Boards of Directors the merger will be inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against any constituent corporation, or any of its assets, that, in the opinion of any Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of any Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the effective date, there shall have been, in the opinion of the Boards of Directors, any materially adverse change in the business or condition, financial or otherwise, of any constituent corporation.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The President or any Vice President of the constituent corporation who's Board of Directors made the election shall give immediate written notice of the election to the other constituent corporations.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of any constituent corporation as a result of the termination and abandonment.

ARTICLE IX **INTERPRETATION AND ENFORCEMENT**

9.01 Further Assurances. J & D Grove Corp. and Patton Hill Corp. agree that from time to time, as may be requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. J & D Grove Corp. and Patton Hill Corp. further agree 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 of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation:

J.W. Perdue, President
Post Office Box 65
Alturas, Florida 33820

with copy to:

Gold & Resnick, P.A.
ATTN: Aaron J. Gold, Esquire
704 West Bay Street
Tampa, FL 33606

First Merging Corporation:

J.W. Perdue, President
Post Office Box 65
Alturas, Florida 33820

Second Merging Corporation:

J.W. Perdue, President
Post Office Box 65
Alturas, Florida 33820

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

9.03 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.

9.04 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.

9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

SURVIVING CORPORATION:

AIRPORT GROVE CORP.
OF POLK COUNTY

Don A. Cooper
William E. Hall

By: J.W. Perdue
Its: President

FIRST MERGING CORPORATION:

J & D GROVE CORP.

Don A. Cooper
William E. Hall

By: J.W. Perdue
Its: President

SECOND MERGING CORPORATION:

Don A. Cooper

William E. Hall

PATTON HILL CORP.

By: JR Perdue

Its: President