

# 519908



ACCOUNT NO. : 072100000032

REFERENCE : 700437 4306827

AUTHORIZATION :

COST LIMIT :

*Patricia Poyak*  
\$50

ORDER DATE : February 10, 1998

ORDER TIME : 1:13 PM

ORDER NO. : 700437-005

000002427010--0

CUSTOMER NO: 4306827

CUSTOMER: Gene K. Glasser, Esq.  
Abrams Anton Robbins Resnick &  
2021 Tyler Street

Hollywood, FL 33022

ARTICLES OF MERGER

AA ADVANCE AIR SERVICES, INC.

INTO

A.A. ADVANCE AIR, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett

EXAMINER'S INITIALS:

*2/11*  
*[Signature]*  
*C.C.*

FILED  
98 FEB 10 PM 4:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
98 FEB 10 PM 2:49  
DIVISION OF CORPORATION

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

AA ADVANCE AIR SERVICES, INC., a Florida corporation, S98581

INTO

**A.A. ADVANCE AIR, INC.,** a Florida corporation, 519908

File date: February 10, 1998

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 122.50



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

February 11, 1998

CSC  
DANIEL  
TALLAHASSEE, FL

SUBJECT: A.A. ADVANCE AIR, INC.  
Ref. Number: 519908

**RESUBMIT**  
Please give original  
submission date as file date.

We have received your document for A.A. ADVANCE AIR, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please make sure the document specifically indicates the name of the surviving corporation --- the Articles of Merger state that the "Number 2" corporation is merging into the "Number 1" corporation, with the former to survive the merger, is the "Number 2" corporation AA ADVANCE AIR SERVICES, INC. the surviving corporation?

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) 487-6957.

Joy Moon-French  
Corporate Specialist

Letter Number: 998A00007904

RECEIVED  
98 FEB 13 PM 3:36  
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER  
STATE OF FLORIDA**

AA ADVANCE AIR SERVICES, INC. MERGING INTO A.A. ADVANCE AIR, INC.

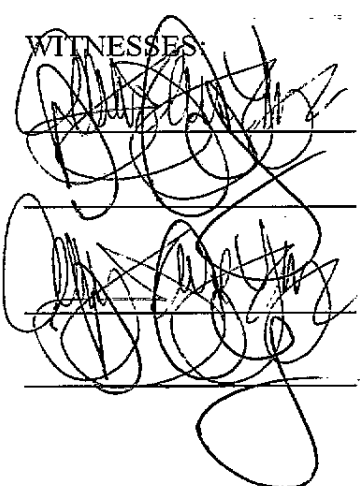
Pursuant to Section 607.1105 of the Florida Business Corporation Act, A.A. ADVANCE AIR, INC., a Florida corporation ("Number 1 Florida Corporation"), and AA ADVANCE AIR SERVICES, INC., a Florida corporation ("Number 2 Florida Corporation"), adopt there Articles of Merger for the purpose of merging the Number 2 Florida corporation into the Number 1 Florida Corporation, with the former to survive the merger:

ARTICLE I

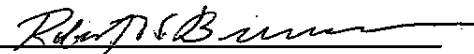
That certain Plan and Agreement of Merger dated effective February 9, 1998 by and between the Number 1 Florida Corporation and the Number 2 Florida Corporation, attached hereto and made a part hereof, was duly approved by the Board of Directors and Shareholders of both corporations pursuant to Section 607.1101 of the Florida Business Corporation Act by an affirmative vote of (i) a sufficient number of Directors and (ii) by Shareholder's holding not less than the minimum number of shares of common stock, necessary to approve same with adoption February 9, 1998 (the Shareholders and Directors of both corporations voted unanimously to approve the foregoing).

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 9th day of February, 1998.


WITNESSES

The block contains two sets of handwritten signatures, each written over a horizontal line. The signatures are cursive and somewhat illegible, but they appear to be the signatures of the witnesses.

A.A. ADVANCE AIR, INC.

By:   
ROBERT H. BURROW  
(Print Name)

Its: President

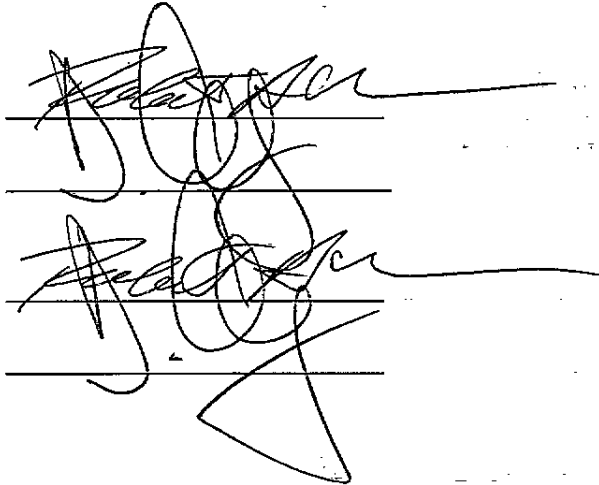
By:   
ROBERT A. DREW  
(Print Name)

Its: Secretary

(Signatures continued on next page)

**FILED**  
98 FEB 10 PM 4:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(Signatures continued from Articles of Merger for A.A. ADVANCE AIR, INC. and AA  
ADVANCE AIR SERVICES, INC.)

Two lines of handwritten signatures. The first line has a signature that appears to be "Carol L. Burrow" and the second line has a signature that appears to be "Amy Jane Laycock".

AA ADVANCE AIR SERVICES, INC.

By: Carol L. Burrow

CAROL BURROW

(Print Name)

Its: President

By: Amy Jane Laycock

AMY JANE LAYCOCK

(Print Name)

Its: Secretary

**PLAN AND AGREEMENT OF MERGER**

**THIS AGREEMENT** is made effective as of the 9th day of February, 1998, by and between **A.A. ADVANCE AIR, INC.**, a Florida corporation ("Number 1 Florida Corporation") and **AA ADVANCE AIR SERVICES, INC.**, a Florida corporation ("Number 2 Florida Corporation").

**R E C I T A L S:**

1. The Number 1 Florida Corporation and the Number 2 Florida Corporation are corporations duly organized, validly existing and in good standing under the laws of the State of Florida; and

2. The Boards of Directors and Shareholders of each deem it desirable and in the respective best interests of their corporations and shareholders that the Number 2 Florida Corporation be merged with and into the Number 1 Florida Corporation with the Number 1 Florida Corporation remaining as the surviving corporation;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. **Merger.** The Number 2 Florida Corporation shall be merged with and into the Number 1 Florida Corporation and the Number 1 Florida Corporation shall continue as the surviving corporation. The Number 1 Florida Corporation shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of the Number 2 Florida Corporation and shall become subject to all the debts and liabilities of the Number 2 Florida Corporation in the same manner as if it had acquired and incurred them, respectively.

2. **Principal Office.** The principal office of the Number 1 Florida Corporation, as the surviving corporation, will be 1920 N.W. 32nd Street, Pompano Beach, FL 33064, and shall remain so upon the merger.

3. **Objects and Purposes.** The nature of the current and intended business of the surviving corporation shall be any and all business as permitted under Florida law.

4. **Articles of Incorporation.** The purposes and number of Directors of the surviving corporation shall be as appears in the Articles of Incorporation (as amended, if applicable) of the Number 1 Florida Corporation on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. The terms and provisions of the Articles of Incorporation of the Number 1 Florida Corporation are hereby incorporated into this Agreement. From and after the effective date of the merger hereunder, and until further amended, altered or restated as provided by law, such Articles of Incorporation, as

amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Articles of Incorporation of the surviving corporation.

5. By-Laws. The present By-Laws of the Number 1 Florida Corporation shall remain as the By-Laws of the surviving corporation following the merger and shall not be altered, amended, nor repealed by reason of such merger.

6. Names and Addresses of Directors. The names and addresses of the persons who shall constitute the Board of Directors, of the surviving corporation upon the effective date of the merger shall be as currently set forth in the corporate minutes book of the Number 1 Florida Corporation.

7. Conversion of Shares. The Shareholders of the Number 1 Florida Corporation shall continue to be the Shareholders of the surviving corporation. The shares of stock in the Number 2 Florida Corporation shall cease to exist. The Shareholders of Number 2 Florida Corporation shall be issued forty (40) shares of Number 1 Florida Corporation.

8. Effective Date and Representations. A. The effective date of the merger under this Agreement shall be February 9, 1998.

9. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the Board of Directors of the constituent corporations may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this Agreement shall be void and of no effect.

10. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective Boards of Directors of the constituent corporations any time prior to the effective date of the merger contemplated herein.

11. Waiver. No waiver is valid unless in writing and signed by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

12. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Broward County, Florida.

13. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

14. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject

matter hereof. This Agreement is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

15. Notices. Any notice, demand, request or other communication required or permitted hereunder shall be deemed given when in writing and delivered in person or by certified and registered mail, postage-paid, first class,

if to the Number 1  
Florida Corporation:

A.A. Advance Air, Inc.  
Attn: President  
1920 N.W. 32nd Street  
Pompano Beach, FL 33064

if to the Number 2  
Florida Corporation:

AA Advance Air Services, Inc.  
Attn: President  
1920 N.W. 32nd Street  
Pompano Beach, FL 33064

16. Hand-Written Provisions and Exhibits. Any and all hand-written provisions hereon or contained in any Exhibit attached hereto and any Exhibits hereto, if signed or initialed by the parties hereto, shall be deemed incorporated herein by reference and shall control to the extent of any conflict with the typewritten provisions herein.

17. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

18. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

19. Ambiguities. The normal rule of construction to the effect that ambiguities in an agreement are construed against the drafting party shall not apply to this Agreement.

20. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.

21. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.



22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

A.A. ADVANCE AIR, INC.  
(Number 1 Florida Corporation)

By: Robert H. Burrow  
Robert H. Burrow  
Its: President

By: Robert A. Drew  
Robert A. Drew

Its: Secretary

AA ADVANCE AIR SERVICES, INC.  
(Number 2 Florida Corporation)

By: Carol S. Burrow  
Carol Burrow  
Its: President

By: Amy Jane Laycock  
Amy Jane Laycock  
Its: Secretary

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