

Dec. 31 2010 01:22AM PG. 21

12/30/2010

FROM :

FAX NO. :

Dec. 31 2010 01:23AM P4/21

H 1 0 0 0 0 2 7 8 9 6 6

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Glades Holdings Corporation  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Elissa Hart  
Contact Person

Smith, Gambrell & Russell, LLP  
Firm/Company

1230 Peachtree St. NE, Suite 3100  
Address

Atlanta, GA 30309  
City/State and Zip Code

ehart@sgriaw.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Elissa Hart  
Name of Contact Person

At ( 404 ) 815-3583  
Area Code & Daytime Telephone Number

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

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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**EFFECTIVE DATE**12/31/10**ARTICLES OF MERGER**  
(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Glades Holdings Corporation</u>	<u>DELAWARE</u>	<u>F05000006464</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>South Florida Facilities Corporation</u>	<u>Florida</u>	<u>P98000055137</u>
<u>Glades Telecommunications, Inc.</u>	<u>Florida</u>	<u>P97000088890</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

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

**OR** 12 / 31 / 10 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 30, 2010 and shareholder approval was not required.

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

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on December 30, 2010 and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
10 DEC 30 PM 3:23


**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

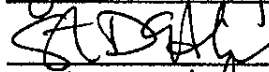
Typed or Printed Name of Individual & Title

Glades Holdings Corporation




Steven D. Hickey, Controller & Treasurer/Secretary

South Florida Facilities Corporation



Steven D. Hickey, Controller & Treasurer/Secretary

Glades Telecommunications, Inc.



Steven D. Hickey, Controller & Treasurer/Secretary

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**AGREEMENT AND PLAN OF MERGER  
BY AND AMONG  
GLADES HOLDINGS CORPORATION,  
GLADES TELECOMMUNICATIONS, INC.,  
AND  
SOUTH FLORIDA FACILITIES CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 30<sup>th</sup> day of December, 2010 by and among Glades Telecommunications, Inc., a Florida corporation ("GTI"), South Florida Facilities Corporation, a Florida corporation ("SFFC"), and Glades Holdings Corporation, a Delaware corporation ("GHC"). GHC, SFFC and GTI are sometimes hereinafter collectively referred to as the "Constituent Companies."

**RECITALS:**

A. GTI is a corporation organized and existing under the laws of the State of Florida and, as of the date hereof, all of the issued and outstanding shares of the capital stock of GTI (collectively, the "GTI Stock") are owned by GHC.

B. SFFC is a corporation organized and existing under the laws of the State of Florida and, as of the date hereof, all of the issued and outstanding shares of the capital stock of SFFC (collectively, the "SFFC Stock") are owned by GHC.

C. GHC is a corporation organized and existing under the laws of the State of Delaware.

D. The board of directors and sole shareholder of GTI have determined that it is advisable and in the best interests of GTI that GTI merge with and into GHC upon the terms and subject to the conditions set forth herein.

E. The board of directors and sole shareholder of SFFC have determined that it is advisable and in the best interests of SFFC that SFFC merge with and into GHC upon the terms and subject to the conditions set forth herein.

F. The board of directors and the sole shareholder of GHC have determined that it is advisable and in the best interests of GHC that GTI and SFFC merge with and into GHC upon the terms and subject to the conditions set forth herein.

G. In furtherance of such merger, GTI, SFFC and GHC wish to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, SFFC, GTI and GHC hereby agree as follows:

## ARTICLE I.

### THE MERGER

1.01 *Merger.* In accordance with the provisions of this Agreement and the Florida Business Corporation Act (the "Florida Act"), at the Effective Time of the Merger (as defined herein), GTI and SFFC shall be merged with and into GHC (the "Merger"), whereupon the separate existence of each of GTI and SFFC shall cease and GHC shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation" and shall be governed by the laws of the State of Delaware.

1.02 *Effective Time.* Provided that this Agreement has not been terminated or abandoned pursuant to Section 4.02 hereof, GHC shall cause Articles of Merger to be executed and filed with the Florida Department of State (the "Articles of Merger"). The Merger shall become effective on December 31, 2010 (the "Effective Time of the Merger").

1.03 *Effect of the Merger.* At the Effective Time of the Merger, the separate existence of each of GTI and SFFC shall cease, and GHC, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger; (ii) shall be subject to all actions previously taken by the board of directors of GHC, the board of directors of GTI and the board of directors of SFFC; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of GTI and SFFC; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of GTI and SFFC in the same manner as if GHC had itself incurred them, all as more fully provided under the applicable provisions of the Delaware Act.

## ARTICLE II.

### CHARTER, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

2.01 *Articles of Incorporation.* The Articles of Incorporation of GHC as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.02 *Bylaws.* The Bylaws of GHC as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.03 *Directors and Officers.* The directors and officers of GHC immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

### ARTICLE III.

#### EFFECT OF MERGER ON OWNERSHIP

3.01 *GTI Stock.* At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of GHC or GTI, each share of GTI Stock issued and outstanding on the stock transfer records of GTI immediately prior to the Merger shall be cancelled and shall cease to exist.

3.02 *SFFC Stock.* At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of GHC or SFFC, each share of SFFC Stock issued and outstanding on the stock transfer records of SFFC immediately prior to the Merger shall be cancelled and shall cease to exist.

3.03 *GHC Stock.* At the Effective Time of the Merger, each share of the capital stock of GHC issued and outstanding on the stock transfer records of GHC immediately prior to the Merger shall remain as the issued and outstanding shares of the capital stock of the Surviving Company and shall be unaffected by the Merger.

### ARTICLE IV.

#### GENERAL PROVISIONS

4.01 *Further Assurances.* From time to time, as and when required by GHC or by its successors or assigns, there shall be executed and delivered on behalf of GTI and SFFC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by GHC the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of GTI and SFFC and otherwise to carry out the purposes of this Agreement, and the officers and directors of GHC are fully authorized in the name and on behalf of GTI and SFFC to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.02 *Termination.* At any time prior to the filing of the Articles of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors or managing member (as the case may be) of the Constituent Companies. In the event of the termination or abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either GTI, SFFC or GHC, or any of their respective shareholders, directors, officers, members or managers.

4.03 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 817 W. Peachtree Street, NW, Suite 750, Atlanta, GA 30308 and copies thereof will be furnished to any stockholder of either Constituent Company, upon request and without cost.

4.04 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and the merger provisions of the Florida Act.

4.05 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.06 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

*[Signatures Appear on the Following Page]*



IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the day and year first written above.

GLADES HOLDINGS CORPORATION

By: St D Hickey  
Steven D. Hickey  
Controller and Treasurer/Secretary

GLADES TELECOMMUNICATIONS, INC.

By: St D Hickey  
Steven D. Hickey  
Controller and Treasurer/Secretary

SOUTH FLORIDA FACILITIES CORPORATION

By: St D Hickey  
Steven D. Hickey  
Controller and Treasurer/Secretary