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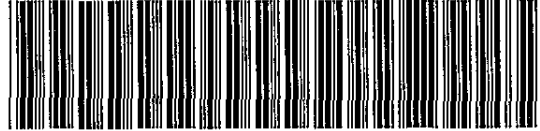
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Trans Continental Airlines Inc

Signature _____

Requested by: *WL*

Date *9/23*

Time *9:00*

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**ARTICLES OF AMENDMENT
TO
AMENDED ARTICLES OF INCORPORATION
OF
TRANS CONTINENTAL AIRLINES, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts these Articles of Amendment.

FIRST: The name of the Corporation is Trans Continental Airlines, Inc. ("Corporation").

SECOND: The Amended Articles of Incorporation of this Corporation are amended by adding a new Article XIII which shall read as follows:

ARTICLE XIII. CONVERTIBLE PREFERRED STOCK

This series of preferred stock shall be designated and known as the "Convertible Preferred Stock" (hereinafter the "Convertible Stock") and the number of shares constituting such series shall be one hundred ninety thousand (190,000) shares, with a par value of \$10.00 per share. The aggregate stated capital per share of the Convertible Stock shall equal one hundred dollars (\$100.00) or such greater or lesser amount equal to (a) the aggregate outstanding amount from time to time of the Obligations, as defined in the Credit Agreement ("Credit Agreement") dated September 18, 2004, between Integra Bank N.A., a national banking corporation (the "Bank") and the corporation divided by (b) one hundred ninety thousand (190,000). All undefined terms used in this Article XIII shall have the meaning attributed to such terms in the Credit Agreement.

13.1 Issuance and Rights.

13.1.1 Issuance. The corporation acknowledges that (i) the Convertible Stock is being issued by the corporation to Louis J. Pearlman ("Pearlman") solely for the purpose of his pledging (the "Pledge") the Convertible Stock to the Bank and (ii) Pearlman is pledging the Convertible Stock to the Bank for the corporation's behalf and benefit, as collateral for the corporation's Obligations to the Bank.

13.1.2 Exercise of Rights. For so long as any Obligations and the Pledge remains outstanding, any and all rights granted to holders of the Convertible Stock, whether granted hereunder, by the corporation's charter, by law, or by any other source whatsoever, shall be exercisable solely by the Bank as pledgee, or any assignee of such pledgee. Pearlman shall have no rights to exercise any of the rights granted to the holders of the Convertible Stock.

13.1.3 Irrevocable Proxy. The corporation hereby acknowledges that Pearlman has appointed the Bank, with full power of substitution, attorneys and proxies to vote, from and after the date of an Event of Default (as defined in the Credit Agreement) ("Default Date"), the shares of Convertible Stock that Pearlman would otherwise be entitled to vote at a meeting of stockholders of the corporation, and at any and all adjournments thereof, and to exercise any rights that Pearlman would otherwise be entitled to exercise, with all powers that Pearlman would possess upon and in respect of all matters on which the holders of Convertible Stock are entitled to vote, which proxy is irrevocable and is coupled with an interest.

13.2 Limitations on Dividends and Distributions. Upon the occurrence and during the continuance of an Event of Default, no dividends or distributions, whether payable in cash, securities, evidences of indebtedness, or any other assets, shall be paid upon, or declared or set apart for, any other class of capital stock of the corporation.

13.3 Restrictions. For so long as shares of the Convertible Stock remains outstanding, the corporation shall not, without the prior consent of the holders of a majority of the issued and outstanding shares of Convertible Stock:

(a) Amend the corporation's Articles of Incorporation or Bylaws, or any other charter or organizational document such that the amendment results in: (i) a change in the number of authorized shares of any class or series of the corporation's capital stock, (ii) the creation, reclassification, or cancellation of any class or series of the corporation's capital stock, or (iii) a change in the powers, rights, preferences, or participations of the Convertible Stock;

(b) Issue shares of any class or series of the corporation's capital stock, except that the corporation may, subject to paragraph (a) above, issue shares of any class or series of the corporation's capital stock provided that the proceeds of any such issuance are used solely to redeem shares of Convertible Stock;

(c) Redeem shares of any class or series of the corporation's capital stock other than shares of Convertible Stock;

(d) Merge or consolidate with any other person or entity, or sell or transfer all or substantially all of the corporation's assets;

(e) Voluntary dissolve, liquidate, or wind up the corporation;

(f) Pay or declare a dividend on any class or series of the corporation's capital stock; or

(g) Sell, transfer, pledge, mortgage, lease, exchange or otherwise dispose of any capital stock of the corporation.

13.4 Voting Power. From and after the Default Date, the holders of the Convertible Stock shall be entitled to vote on all matters on which stockholders of the corporation are entitled to vote. The Convertible Stock shall in the aggregate be entitled to cast such number of votes as will equal the aggregate number of votes entitled to be cast by all outstanding shares of all other classes and series of capital stock of the corporation as of the Default Date, plus one vote.

13.5 Conversion.

13.5.1 Optional Conversion Upon Default. From and after the Default Date, each share of Convertible Stock may, at the sole option of the holder of such Convertible Stock and upon one (1) days' notice to the corporation, be converted into such number of shares of common stock equal to a fraction, the numerator of which shall be the Aggregate Converted Common (as defined below), and the denominator of which shall be one hundred ninety thousand (190,000) (shares of common stock issuable upon any conversion of Convertible Stock shall be deemed the "Converted Common"). "Aggregate Converted Common" shall equal the number of shares of common stock issuable upon the conversion of all shares of Convertible Stock where such number constitutes, immediately following such conversion, whichever is the greater of: (i) fifty-one percent (51%) of the total number of issued and outstanding common stock, determined on a fully diluted basis including by reference to all securities convertible into common stock and all common stock issuable on the exercise of any right to subscribe for or otherwise acquire common stock or (ii) such number of shares as shall have 51% of the total number of votes exercisable by all classes of capital stock, determined on a fully diluted basis including by reference to all securities convertible into voting stock and all voting stock issuable on the exercise of any right to subscribe for or otherwise acquire voting stock. Such date of conversion shall be referred to herein as the "Conversion Date".

13.5.2 Issuance of Certificates. Promptly after the Conversion Date, the corporation shall issue and deliver, or cause to be issued and delivered, to the holders of the Converted Common, registered in such name or names as such holders may direct, a certificate or certificates for the number of whole shares of the common stock equal to such number of Converted Common. To the extent permitted by law, such conversion shall be deemed to have been effected as of the close of business on the Conversion Date, and at such time the rights of the holder of the Convertible Stock shall cease, and the person or persons in whose name or names any certificate or certificates for shares of the common stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

13.5.3 Stock to be Reserved. The corporation shall at all times reserve and keep available out of its authorized common stock, solely for the purpose of issuance upon the conversion of Convertible Stock as herein provided, such number of shares of common stock equal to the Aggregate Converted Common. All shares of common stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof. The corporation shall take all such action as may be necessary to assure that all such shares of common stock may be so issued without violation of any applicable law or regulation, or of any requirement of any national securities exchange upon which the common stock may be listed.

13.5.4 Closing of Books. The corporation shall at no time close its transfer books against the transfer of any Convertible Stock or of any shares of common stock issued or issuable upon the conversion of any shares of Convertible Stock in any manner which interferes with the timely conversion of such Convertible Stock, except as may otherwise be required to comply with applicable securities laws.

13.6 Board of Directors.

13.6.1 Board of Directors. On the Default Date, the number of members constituting the Board of Directors shall ipso facto be increased by a number equal to the total number of directors who then comprise the Board of Directors as of the Default Date plus one ("Additional Directors"), such that the Additional Directors shall constitute a majority of the Board of Directors as of the Default Date.

13.6.2 Election of Additional Directors. For so long as the Convertible Stock shall be outstanding, the Additional Directors shall be elected by a plurality of the vote of the holders of the Convertible Stock, or if no shares of Convertible Stock shall be outstanding, by a plurality of the vote of the holders of the common stock. Each Additional Director shall hold office until the next annual meeting of stockholders next succeeding his election or until his successor, if any, is elected by such holders and qualified.

13.6.3 Removal. Additional Directors may be removed, for any or no reason whatsoever, solely by the holders of a majority of the class of stock which elected the Additional Directors.

13.6.4 Vacancy. In case any vacancy shall occur among the Additional Directors, such vacancy may be filled for the unexpired portion of the term by vote of the remaining Additional Directors, or such directors' successors in office, or by a plurality of the vote of the holders of the class of stock which elected the Additional Directors.

13.7 Redemption.

13.7.1 Redemption. At any time following an Event of Default, each share of Convertible Stock shall be redeemed, at the option of the holders thereof, upon notice to the corporation ("Redemption Notice") setting forth the date of such redemption ("Redemption Date"), at a redemption price per share equal to the amount of the Obligations divided by the number of shares of Convertible Stock outstanding as of the Redemption Date ("Redemption Payment"). Subject to delivery of certificates for the shares to be redeemed, the corporation shall pay the Redemption Payment on the Redemption Date.

13.7.2 Rights of Holders of Convertible Stock. Unless default shall be made in the payment in full of the Redemption Payment, all rights of the holders of such shares as stockholders of the corporation by reason of the ownership of such shares shall cease on the Redemption Date, except the right to receive the amount payable upon redemption of such shares on presentation and surrender of the respective certificates representing such shares. After the Redemption Date and upon payment in full of the Redemption Payment, such shares shall not be deemed to be outstanding and shall not be transferable on the books of the corporation except to the corporation.

13.7.3 Delivery of Certificates. At any time on or after the Redemption Date, the respective holders of record of the Convertible Stock to be redeemed shall be entitled to receive the Redemption Payment upon actual delivery to the corporation of certificates for the shares to be redeemed, such certificates, if required by the corporation, to be properly stamped for transfer and duly endorsed in blank or accompanied by proper instruments of transfer thereof duly executed in blank.

13.8 Cancellation of Convertible Stock. In the event that the Obligations and the Pledge are no longer outstanding, all rights and powers granted to the holders of the Convertible Stock shall terminate automatically and all shares of the Convertible Stock shall be cancelled.

13.9 Liquidation

13.9.1 Liquidation Payments. Upon any liquidation, dissolution, or winding up of the corporation, whether voluntary or involuntary, the holders of the Convertible Stock shall be entitled, before any distribution or payment is made upon any other class or series of the Corporation's capital stock, to be paid an amount per share equal to the amount of the Obligations divided by the number of shares of Convertible Stock outstanding as of the date of such liquidation, dissolution, or winding up (the "Liquidation Payment"). After payment of the Liquidation Payment, the remaining funds available for distribution upon liquidation shall be distributed ratably among all holders of the common stock.

13.9.2 Insufficient Funds. If, upon such liquidation, dissolution, or winding up of the corporation, whether voluntary or involuntary, the assets to

be distributed among the holders of the Convertible Stock shall be insufficient to permit payment to the holders of the Convertible Stock of the Liquidation Payment as provided in Section 13.9.1, then the entire assets of the corporation to be so distributed shall be distributed ratably among the holders of the Convertible Stock.

13.9.3 Notice. Written notice of such liquidation, dissolution, or winding up, stating a payment date, the amount of the Liquidation Payment, and the place where said Liquidation Payment shall be payable, shall be given by mail, postage prepaid, or by telex to non-United States residents, not less than 20 days prior to the payment date stated therein, to the holders of record of the Convertible Stock, such notice to be addressed to each such holder at its address as shown by the records of the corporation.

13.9.4 Deemed Liquidation, Dissolution, or Winding Up. Except as waived by a majority of the holders of the Convertible Stock, the consolidation or merger of the corporation into or with any other entity or entities which results in the exchange of outstanding shares of the corporation for securities or other consideration issued or paid or caused to be issued or paid by any such entity or affiliate thereof, and the sale or transfer by the corporation of all or substantially all its assets, shall be deemed to be a liquidation, dissolution, or winding up of the corporation within the meaning of the provisions of this Section 13.9.

13.10 Retirement of Shares. Any shares of Convertible Stock converted, redeemed, purchased, or otherwise acquired by the corporation shall be deemed retired and shall be cancelled and may not under any circumstances thereafter be reissued or otherwise disposed of by the corporation.

13.11 Specific Performance. The holders of the Convertible Stock shall be entitled to specific enforcement of the provisions contained herein and to injunctive relief against any violation or threatened violation thereof.

13.12 No Impairment. The corporation shall not, by amendment of its Articles of Incorporation, or other charter or organizational document, or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the corporation, but shall at all times in good faith assist in the carrying out of all the provisions of the terms herein and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Convertible Stock against impairment.

13.13 Amendments. No provisions of these terms of the Convertible Stock may be amended, modified, or waived without the written consent or

affirmative vote of the holders of at least a majority of the then outstanding shares of Convertible Stock.

THIRD: The Amended Articles of Incorporation of this Corporation are amended by adding a new Article XIV which shall read as follows:

ARTICLE XIV. VOTING

The holders of the shares of common stock shall have unlimited voting rights and shall be entitled to one vote per share of common stock on all matters.

FOURTH: The amendment to the Amended Articles of Incorporation of the Corporation set forth above was adopted on September 18, 2004.

FIFTH: The amendments were approved by the shareholders. The number of votes cast for the amendment was sufficient for approval.

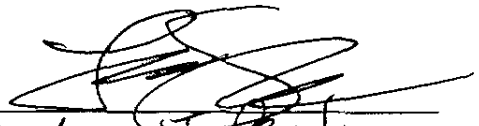
Signed on September 18, 2004.

TRANS CONTINENTAL AIRLINES, INC.

By: _____

Name:

Title:


Louis F. Hartman
Chairman & Pres