

**G15625**  
**FIELDSTONE LESTER SHEAR & DENBERG**  
ATTORNEYS & COUNSELORS AT LAW

RONALD FIELDSTONE, P.A.  
PAUL A. LESTER, P.A.  
DAVID SHEAR, P.A.  
MICHAEL B. DENBERG, P.A.

KENNETH R. DREYFUSS  
STEVEN W. HELLER\*

\*ADMITTED IN NEW YORK  
AND NEW JERSEY ONLY

SUNTRUST PLAZA  
SUITE 601  
201 ALHAMBRA CIRCLE  
CORAL GABLES, FLORIDA 33134  
TELEPHONE 305.357.1001  
FACSIMILE 305.357.1002  
E-MAIL: LEE@fldslaw.com

OF COUNSEL:

ROBERT E. DADY, P.A.  
LEE J. OSIASON, P.A.\*\*

\*\*LL.M. TAXATION & FLORIDA BAR  
BOARD CERTIFIED IN TAXATION

November 27, 2001

**FEDERAL EXPRESS**

Secretary of State  
Corporate Division  
409 East Gaines Street  
Tallahassee, Florida 32314

400004701064--6  
-11/30/01--01081--008  
\*\*\*\*\*122.50 \*\*\*\*\*78.75

Re: Salvage Air, Inc. and subsidiaries

Dear Sir or Madam:

400004701064--6  
-12/12/01--01045--015  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

I am enclosing herewith the following Articles of Merger and Articles of Dissolution for corporations that are subsidiaries of the referenced corporation:

1. Articles of Merger of D&J Exploration, Inc., Danny Marine, Inc., Moby Ruth, Inc.
2. Articles of Merger of Vesla, Inc., J&D Towing III, Inc., Moby II, Inc.
3. Articles of Dissolution of D&J MARINE, INC.
4. Articles of Dissolution of D&J TOWING, INC.
5. Articles of Dissolution of HURRICANE TOWING, INC.

Please note that we seek a November 30, 2001 effective date for the Articles of Merger.

Separate checks are enclosed payable to the Florida Secretary of State for the following filing fees:

1. Articles of Merger D&J Exploration, Inc., Danny Marine, Inc. & Moby Ruth, Inc.

|                    |              |
|--------------------|--------------|
| 1 Filing fee       | \$ 105.00    |
| 2 Certified copies | <u>17.50</u> |
| Total              | \$ 122.50    |

2. Articles of Merger Vesla, Inc., J&D Towing III, Inc. & Moby II, Inc.

|                    |              |
|--------------------|--------------|
| 1 Filing fee       | \$ 105.00    |
| 2 Certified copies | <u>17.50</u> |
| Total              | \$ 122.50    |

3. Articles of Dissolution of D&J MARINE, INC.

|                  |             |
|------------------|-------------|
| 1 Filing fee     | \$ 35.00    |
| 1 Certified copy | <u>8.75</u> |
| Total            | \$ 43.75    |

*merger*

T. LEWIS DEC 11 2001

Page 2  
November 27, 2001

4. Articles of Dissolution of D&J TOWING, INC.

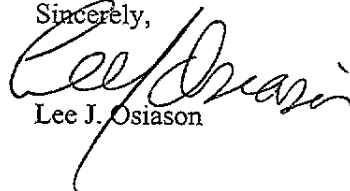
|                  |             |
|------------------|-------------|
| 1 Filing fee     | \$ 35.00    |
| 1 Certified copy | <u>8.75</u> |
| Total            | \$ 43.75    |

5. Articles of Dissolution of HURRICANE TOWING, INC.

|                  |             |
|------------------|-------------|
| 1 Filing fee     | \$ 35.00    |
| 1 Certified copy | <u>8.75</u> |
| Total            | \$ 43.75    |

If you should have any questions please call me at my direct line (305) 357-5774 or my cellular phone (305) 978-7980.

Sincerely,



Lee J. Osiason

LJOjc  
Enclosures  
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**FIELDSTONE LESTER SHEAR & DENBERG**  
ATTORNEYS & COUNSELORS AT LAW

RONALD FIELDSTONE, P.A.  
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OF COUNSEL:

ROBERT E. DADY, P.A.  
LEE J. OSIASON, P.A. \*\*

\*\*LL.M. TAXATION & FLORIDA BAR  
BOARD CERTIFIED IN TAXATION

December 6, 2001

**FEDERAL EXPRESS**  
ATTENTION: THELMA LEWIS  
Secretary of State  
Corporate Division  
409 East Gaines Street  
Tallahassee, Florida 32314

Re: Salvage Air, Inc. and subsidiaries

Dear Thelma:

I am enclosing herewith the following corrected Articles of Merger:

Articles of Merger of D&J Exploration, Inc., Jimmy Marine, Inc., Danny Marine, Inc., and Moby Ruth, Inc.

Please note that we seek a November 30, 2001 effective date for the Articles of Merger.

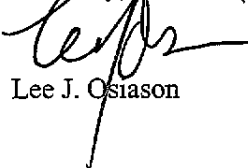
I have enclosed a check payable to the Florida Secretary of State to cover the cost of the additional corporation indicated in "**bold print**" which is included in the merger:

Articles of Merger D&J Exploration, Inc., **Jimmy Marine, Inc.**, Danny Marine, Inc., and Moby Ruth, Inc.

Additional Filing fee                      \$ 35.00

If you should have any questions please call me at my direct line (305) 357-5774 or my cellular phone (305) 978-7980.

Sincerely,



Lee J. Osiason

LJO\jc  
Enclosures

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

D&J EXPLORATION, INC., a Florida entity, P93000064249

JIMMY MARINE, INC., a Florida entity, P96000067212

DANNY MARINE, INC., a Florida entity, P96000067209

INTO

**MOBY RUTH, INC.,** a Florida entity, G15625

File date: November 30, 2001

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER OF D&J EXPLORATION, INC.,  
JIMMY MARINE, INC., AND DANNY MARINE, INC.  
INTO MOBY RUTH, INC.**

Pursuant to 607.1105 of the Florida Business Corporation Act ("Act") **D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC. and MOBY RUTH, INC.**, all Florida corporations, adopt this Articles of Merger.

1. The Agreement and Plan of Merger dated November 27, 2001 ("Plan of Merger"), between **D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC. and MOBY RUTH, INC.** was approved and adopted by the Board of Directors of **D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC. and MOBY RUTH, INC.** on November 27, 2001.

2. **SALVAGE AIR, INC.** ("Parent") owns 100% of the issued and outstanding shares of stock of **D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC. and MOBY RUTH, INC.** ("Subsidiaries") and has waived the requirement of a mailing to the shareholders of Subsidiaries of a copy of the Plan of Merger. Pursuant to 607.1103(7), 607.1104(1)(a) and (5) of the Act approval of the Plan of Merger is not required by the shareholders of the Subsidiaries.

3. Pursuant to the Plan of Merger, all issued and outstanding shares of stock of **D&J EXPLORATION, INC., JIMMY MARINE, INC. and DANNY MARINE, INC.** will be acquired by means of a merger of **D&J EXPLORATION, INC., JIMMY MARINE, INC. and DANNY MARINE, INC.** into **MOBY RUTH, INC.** with **MOBY RUTH, INC.** as the surviving corporation.

4. The Plan of Merger is attached as Exhibit A and incorporated by reference herein.

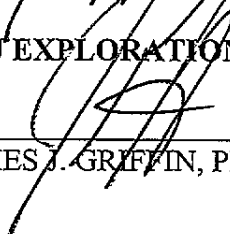
5. Pursuant to s. 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be the later of November 30, 2001 or the date of filing of these Articles of Merger with the Secretary of State of Florida.

In witness whereof the parties have set their hands this 27<sup>th</sup> day of November, 2001.

**MOBY RUTH, Inc.**

By:   
JAMES F. GRIFFIN, PRESIDENT

**D&J EXPLORATION, Inc.**

By:   
JAMES F. GRIFFIN, PRESIDENT

**DANNY MARINE, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT

**JIMMY MARINE, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT

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**Exhibit A**

**Plan of Merger**

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("Plan" or "Plan of Merger") dated November 27, 2001 by and among **D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC., MOBY RUTH, INC.** (referred to collectively as the "Subsidiaries") and **SALVAGE AIR, INC.** (the "Parent"), all Florida corporations. (All of the foregoing entities shall be referred to collectively as the "Constituent Corporations"). This Plan of Merger is being effected pursuant and in accordance with s. 607.1101 et seq. of the Florida Business Corporation Act (the "Act").

**WHEREAS, D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC., MOBY RUTH, INC.** desires to merge, with **MOBY RUTH, INC.** as the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger; and

**WHEREAS,** Parent owns 100% of Subsidiaries' outstanding Common Stock; and

**WHEREAS,** the Board of Directors of Parent and the Subsidiaries have determined that it is advisable that Subsidiaries be merged, on the terms and conditions set forth, in accordance with §607.1104 of the Florida Business Corporation Act (the "Act").

**NOW, THEREFORE,** in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

### **ARTICLE I THE MERGER**

1. The term "Effective Date" shall mean the later of November 30, 2001 or the date of filing of Articles of Merger with the Secretary of State of Florida.

2. On the Effective Date, **D&J EXPLORATION, INC., JIMMY MARINE, INC., DANNY MARINE, INC., MOBY RUTH, INC.** desire to merge, with **MOBY RUTH, INC.** as the surviving corporation. The separate existence of **D&J EXPLORATION, INC., JIMMY MARINE, INC., and DANNY MARINE, INC.** shall cease at the Effective Date and the existence of **MOBY RUTH, INC.** shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.

3. The Plan of Merger has been approved by the Board of Directors of Subsidiaries and Parent in accordance with §607.1104 of the Act. Parent as the owner of 100% of the issued and outstanding shares of common stock of Subsidiaries hereby waives the requirement of a mailing to the shareholders of Subsidiaries of a copy of the Plan of Merger. Pursuant to 607.1103(7), 607.1104(1)(a) and (5) of the Act approval of the Plan of Merger is not required by the shareholders of the Subsidiaries.

### **ARTICLE II EFFECTS OF THE MERGER**

At the Effective Date, **MOBY RUTH, INC.** shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of **D&J EXPLORATION, INC., JIMMY MARINE, INC.,**



and **DANNY MARINE, INC.**, and shall be responsible and liable for all their liabilities and obligations, all as more particularly set forth in §607.1106 of the Act.

### **ARTICLE III TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES**

The manner and basis of converting shares of **D&J EXPLORATION, INC.**, **JIMMY MARINE, INC.**, and **DANNY MARINE, INC.**'s Common Stock into shares of **MOBY RUTH, INC.** shall be as follows: Prior to the Effective Date of the Merger Parent holds 100% of the common shares of **D&J EXPLORATION, INC.**, **JIMMY MARINE, INC.**, **DANNY MARINE, INC.** and **MOBY RUTH, INC.**

As of the Effective Date of the Merger Parent will hold holds 100% of the common shares of **MOBY RUTH, INC.** Accordingly, each share of **D&J EXPLORATION, INC.**, **JIMMY MARINE, INC.**, and **DANNY MARINE, INC.** Common Stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

### **ARTICLE IV DISSENTERS' RIGHTS**

Shareholders of Subsidiaries who, except for the applicability of §607.1104(1)(a) of the Act which provides that a vote of the Parent's or Subsidiaries' shareholders is not required to approve the Merger, would be entitled to vote on the Merger and who wish to dissent, are entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

### **ARTICLE V ASSIGNMENT**

If at any time **MOBY RUTH, INC.** shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of **D&J EXPLORATION, INC.**, **JIMMY MARINE, INC.**, and **DANNY MARINE, INC.**, or to otherwise carry out the provisions of this Plan, the proper officers and directors of **D&J EXPLORATION, INC.**, **JIMMY MARINE, INC.**, and **DANNY MARINE, INC.** as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

### **ARTICLE VI AMENDMENT**

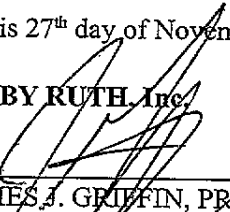
At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

**ARTICLE VII  
TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiaries, or their Directors, officers, employees, agents, or shareholders.

In witness whereof the parties have set their hands this 27<sup>th</sup> day of November, 2001.

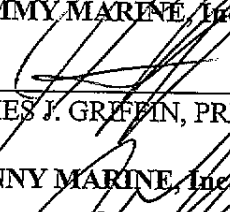
**MOBY RUTH, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT

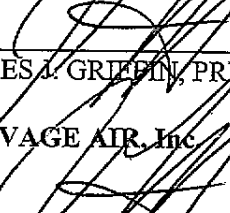
**D&J EXPLORATION, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT

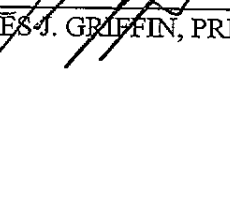
**IMMMY MARINE, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT

**DANNY MARINE, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT

**SALVAGE AIR, Inc.**

By:   
JAMES J. GRIFFIN, PRESIDENT