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FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

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FLORIDA DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

October 31, 2003

GOLD, RESNICK & FICARROTTA PA  
704 WEST BAY STREET  
C/O MICHAEL E. BOUTZOUKAS  
TAMPA, FL 33606-2706

SUBJECT: BIRMINGHAM YELLOW CHECKER CAB CO., L.L.C.  
Ref. Number: L00000012101

We have received your document for BIRMINGHAM YELLOW CHECKER CAB CO., L.L.C. and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must provide the name(s) and address(es) of the managers or managing members of the surviving limited liability company.

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) 245-6094.

Agnes Lunt  
Document Specialist

Letter Number: 003A00059421

**GOLD, RESNICK & FICARROTTA, P.A.**

ATTORNEYS AT LAW

Aaron J. Gold  
Eddy R. Resnick  
Gasper J. Ficarrotta\*  
Michael E. Boutzoukas  
Michael A. Serrano

\*Board Certified Civil Trial Attorney  
\*Certified Circuit Court Mediator

704 West Bay Street  
Tampa, Florida 33606-2706  
Telephone (813) 254-2071  
Facsimile (813) 251-0616  
MBOUTZ@GOLDRESNICK.COM

In Affiliation With:  
Gold, Resnick, Silverman & Boutzoukas, P.A.  
Clearwater, Florida

October 20, 2003

*Via Federal Express*

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

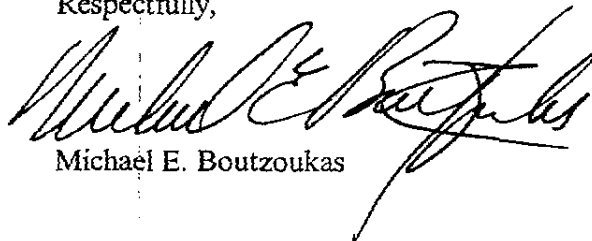
Re: *Articles of Merger*  
*Our File No. 3604*

Dear Sir/Madam:

Enclosed please find the originals of the following: Articles of Merger and Plan and Agreement of Reorganization merging Birmingham Yellow Checker Cab Co., L.L.C. into Jefferson County Yellow Cab, L.L.C. with the surviving company being renamed Greater Birmingham Transportation Services, L.L.C. Our check in the amount of \$80.00 is also enclosed for filing fees and a certified copy of each.

Should you have any questions, please do not hesitate to contact me.

Respectfully,



Michael E. Boutzoukas

MB:cs  
Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

FILED

03 NOV 13 AM 10:45

STATE  
TALLAHASSEE, FLORIDA

October 31, 2003

GOLD, RESNICK & FICARROTTA PA  
704 WEST BAY STREET  
C/O MICHAEL E. BOUTZOUKAS  
TAMPA, FL 33606-2706

SUBJECT: BIRMINGHAM YELLOW CHECKER CAB CO., L.L.C.  
Ref. Number: L00000012101

We have received your document for BIRMINGHAM YELLOW CHECKER CAB CO., L.L.C. and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

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Agnes Lunt  
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Letter Number: 003A00059421

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Telephone (813) 254-2071  
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MBOUTZ@GOLDRESNICK.COM

In Affiliation With:  
Gold, Resnick, Silverman & Boutzoukas, P.A.  
Clearwater, Florida

November 6, 2003

***Via Federal Express***

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

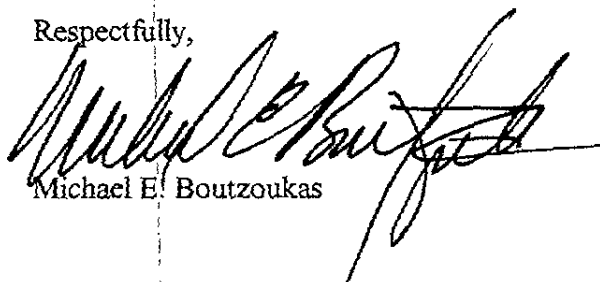
Re: ***Articles of Merger***  
***Our File No. 3604***

Dear Sir/Madam:

Enclosed please find the corrected originals of the following: Articles of Merger and Plan and Agreement of Reorganization merging Birmingham Yellow Checker Cab Co., L.L.C. into Jefferson County Yellow Cab, L.L.C. with the surviving company being renamed Greater Birmingham Transportation Services, L.L.C. along with your letter #003A00059421.

Should you have any questions, please do not hesitate to contact me.

Respectfully,



Michael E. Boutzoukas

MB:cs  
Enclosures

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CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**OF**

**BIRMINGHAM YELLOW CHECKER CAB CO., L. L. C., a**  
**Florida limited liability company**

L00-12101

**INTO**

**JEFFERSON COUNTY YELLOW CAB, L. L. C., a Florida**  
**limited liability company**

L00-12105

Pursuant to Section 608.4382, of the Florida Statutes, the undersigned Florida limited liability companies, Birmingham Yellow Checker Cab Co., L. L. C., 2316 B First Avenue South, Birmingham, Alabama 35233, Florida Document Number L00000012101, FEI Number 593484794, and Jefferson County Yellow Cab, L. L. C., 2316 B First Avenue South, Birmingham, Alabama 35233, Florida Document Number L00000012105, FEI Number 593684796, adopt the following Articles of Merger for the purpose of merging Birmingham Yellow Checker Cab Co., L. L. C. into Jefferson County Yellow Cab, L. L. C.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of Birmingham Yellow Checker Cab Co., L. L. C., into Jefferson County Yellow Cab, L. L. C., is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are 100 membership units of Jefferson County Yellow Cab, L. L. C., issued and outstanding that were entitled to vote on the Plan of Merger, 100 membership units were voted in favor of the Plan of Merger, and no membership units were voted against the Plan of Merger, at a special meeting of the Members of Jefferson County Yellow Cab, L. L. C., held telephonically on the 26<sup>th</sup> day of September, 2003.

(B) There are 100 membership units of Birmingham Yellow Checker Cab Co., L. L. C., issued and outstanding that were entitled to vote on the Plan of Merger, 100 membership units were voted in favor of the Plan of Merger, and no membership units were voted against the Plan of Merger, at a special meeting of the Members of Birmingham Yellow Checker Cab Co., L. L. C., held telephonically on the 26<sup>th</sup> day of September, 2003.

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

4. **Change of Name.** The Articles of Organization of Jefferson County Yellow Cab, L.L.C. are hereby amended to read:

**Article I**

The name of the Company shall be:

**Greater Birmingham Transportation Services, L.L.C.**

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 30<sup>th</sup> day of September, 2003.

**SURVIVING CORPORATION:**

Wade Houston  
Daniel Adams

**Jefferson County Yellow Cab, L. L. C.**

**By: ALABAMA, INC.**

**Its Managing Member**

By: Ellis Houston  
Ellis Houston, President

**MERGING CORPORATION:**

Wade Houston  
Daniel Adams

**Birmingham Yellow Checker Cab Co., L.L.C.**

**By: ALABAMA, INC.**

**Its Managing Member**

By: Ellis Houston  
Ellis Houston, President

**PLAN AND AGREEMENT OF REORGANIZATION  
BY MERGER OF BIRMINGHAM YELLOW CHECKER CAB CO., L.L.C.,  
a Florida limited liability company**

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

**WITH AND INTO**

**JEFFERSON COUNTY YELLOW CAB, L. L. C.,  
a Florida limited liability company,**

**UNDER THE NAME OF**

**GREATER BIRMINGHAM TRANSPORTATION SERVICES, L. L. C.,  
a Florida limited liability company**

This is a Plan and Agreement of Merger ("Agreement") dated the 26<sup>th</sup> day of September, 2003, between **BIRMINGHAM YELLOW CHECKER CAB CO., L. L. C., a Florida limited liability company**, (the "Merging Company"), and **JEFFERSON COUNTY YELLOW CAB, L. L. C., a Florida limited liability company** (the "Surviving Company").

**ARTICLE I  
PLAN OF MERGER**

**1.01 Plan Adopted.** A plan of merger of Birmingham Yellow Checker Cab Co., L. L. C., and Jefferson County Yellow Cab, L. L. C., pursuant to Section 608.438 of the Florida Statutes is adopted as follows:

(A) Birmingham Yellow Checker Cab Co., L. L. C., shall be merged with and into Jefferson County Yellow Cab, L. L. C., to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Company shall be Greater Birmingham Transportation Services, L. L. C., and the articles of organization shall thereafter be deemed amended to reflect such name as the name of the Surviving Company.

(C) When this Agreement shall become effective, the separate existence of Birmingham Yellow Checker Cab Co., L. L. C., shall cease, and the Surviving Company shall succeed, without other transfer, to all the rights and property of Birmingham Yellow Checker Cab Co., L. L. C., and shall be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.



(D) The Surviving Company will carry on business with the assets of Birmingham Yellow Checker Cab Co., L. L. C., as well as with the assets of Jefferson County Yellow Cab, L. L. C.

(E) The members of Birmingham Yellow Checker Cab Co., L. L. C., will surrender all of their membership interests in the manner hereinafter set forth.

(F) The members of Jefferson County Yellow Cab, L.L.C., will surrender all of their membership certificates reflecting their ownership interests, but not their ownership interests, in the manner hereinafter set forth for replacement with certificates bearing the new name of the Surviving Company.

(G) In exchange for the membership interests of Birmingham Yellow Checker Cab Co., L. L. C., surrendered by its members, the Surviving Company shall issue and transfer to the members, on the basis set forth in Article IV, below, membership interests.

(H) The members of Birmingham Yellow Checker Cab Co., L. L. C., will retain their membership interests as membership interests of the Surviving Company.

(I) The Articles of Organization of Jefferson County Yellow Cab, L. L. C., as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Company 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 COMPANIES**

**2.01 Non-Survivor.** As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, Birmingham Yellow Checker Cab Co., L. L. C., represents and warrants to the Surviving Company as follows:

(A) Birmingham Yellow Checker Cab Co., L. L. C., is duly organized, validly existing, and in good standing under the laws of the State of Florida with the power and authority to own property and carry on its business as it is now being conducted.

(B) Birmingham Yellow Checker Cab Co., L. L. C., is authorized to issue membership interests, of which 100 membership units are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C., is or may be obligated to issue or purchase membership interests.

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(C) Birmingham Yellow Checker Cab Co., L. L. C., has furnished the Surviving Company with its balance sheet as of December 31, 2002, 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 Birmingham Yellow Checker Cab Co., L. L. C., (2) fairly present the financial condition of Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C. 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 Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C., 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. Birmingham Yellow Checker Cab Co., L. L. C., has not been delinquent in the payment of any tax or assessment.

(E) NAC Birmingham, Inc., Alabama, Inc., and MGZ Birmingham, Inc., are, and at the time of the effective date of the merger will be, the lawful owners of the membership interests of Birmingham Yellow Checker Cab Co., L. L. C., free and clear of all liens, claims, encumbrances and restrictions of every kind. The aforementioned members have full legal right, power, and authority to sell, assign, and transfer their membership interests in Birmingham Yellow Checker Cab Co., L. L. C. The delivery of the membership interests to the Surviving Company pursuant to the provisions of this Agreement will transfer valid title to the membership interests, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C.

(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.

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(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Birmingham Yellow Checker Cab Co., L. L. C. or any of its members that would affect it or its properties, assets, or business; and neither Birmingham Yellow Checker Cab Co., L. L. C., nor any of its members are 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 Birmingham Yellow Checker Cab Co., L. L. C. Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Birmingham Yellow Checker Cab Co., L. L. C., is not in violation of, or in default under, any term or provision of its Articles of Organization, as amended, or its Operating Agreement, 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 Birmingham Yellow Checker Cab Co., L. L. C., or that would prohibit the members from entering into this Agreement or prevent consummation of this Agreement.

(I) Birmingham Yellow Checker Cab Co., L. L. C., 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, Birmingham Yellow Checker Cab Co., L. L. C., will have delivered to Jefferson County Yellow Cab, L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C., setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by Birmingham Yellow Checker Cab Co., L. L. C., under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of Birmingham Yellow Checker Cab Co., L. L. C., in effect at the time of delivery of the schedule.

(K) Birmingham Yellow Checker Cab Co., L. L. C., is not a party to, or otherwise bound by, any written or oral:

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TREASURY, FLORIDA
- (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 Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C., 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 Birmingham Yellow Checker Cab Co., L. L. C., or its successors.

(L) The books of account, limited liability book, and membership transfer ledgers of Birmingham Yellow Checker Cab Co., L. L. C., are complete and correct, and there have been no transactions involving Birmingham Yellow Checker Cab Co., L. L. C., that properly should have been set forth in those books, other than those set forth in those books.

(M) Birmingham Yellow Checker Cab Co., L. L. C., represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Company, which facts if known by the Surviving Company or its members, would cause the Surviving Company to abandon the proposed merger with Birmingham Yellow Checker Cab Co., L. L. C.

**2.02 Survivor.** As a material inducement to Birmingham Yellow Checker Cab Co., L. L. C., to execute this Agreement and perform its obligations under this Agreement, Jefferson County Yellow Cab, L. L. C., warrants to Birmingham Yellow Checker Cab Co., L. L. C., as follows:

(A) Jefferson County Yellow Cab, L. L. C., is duly organized, validly existing, and in good standing under the laws of the State of Florida with power and authority to own property and carry on its business as it is now being conducted.

(B) Jefferson County Yellow Cab, L. L. C., is authorized to issue membership interests. As of the date of this Agreement, 95 membership units are outstanding, fully paid, and nonassessable.

(C) Jefferson County Yellow Cab, L. L. C., has furnished the Merging Company with its balance sheet of Jefferson County Yellow Cab, L. L. C., as of December 31, 2002, 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 Jefferson County Yellow Cab, L. L. C., (2) fairly present the financial condition of Jefferson County Yellow Cab, L. L. C., 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 Jefferson County Yellow Cab, L. L. C. 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 Jefferson County Yellow Cab, L. L. C., 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 Jefferson County Yellow Cab, L. L. C., 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. Jefferson County Yellow Cab, L. L. C., has not been delinquent in the payment of any tax or assessment.

(E) Jefferson County Yellow Cab, L. L. C., 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 Jefferson County Yellow Cab, L. L. C.

(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 Jefferson County Yellow Cab, L. L. C., that would affect it or its properties, assets, or business; and Jefferson County Yellow Cab, L. L. C., 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 Jefferson County

Yellow Cab, L. L. C. Jefferson County Yellow Cab, L. L. C., is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

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CLERK OF ST.  
JUDICIAL CIRCUIT  
IN AND FOR  
FLORIDA

(G) The business operation of Jefferson County Yellow Cab, L. L. C., has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Jefferson County Yellow Cab, L. L. C., is not in violation of, or in default under, any term or provision of its Articles of Organization, as amended, or its Operating Agreement, 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 Jefferson County Yellow Cab, L. L. C., or that would prohibit Jefferson County Yellow Cab, L. L. C., from entering into this Agreement or prevent consummation of this Agreement.

(H) Jefferson County Yellow Cab, L. L. C., has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, limited liability books, and membership share transfer ledgers of Jefferson County Yellow Cab, L. L. C., are complete and correct, and there have been no transactions involving Jefferson County Yellow Cab, L. L. C., that properly should have been set forth in those books, other than those set forth in those books.

(J) Jefferson County Yellow Cab, L. L. C., represents and warrants that it has made full and complete disclosures of any material facts to the Merging Company, which facts if known by the Merging Company or its members, would cause the Merging Company to abandon the proposed merger with Jefferson County Yellow Cab, L. L. C.

### 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 companies 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 Members.** This Agreement shall be submitted separately to the members of the constituent companies in the manner provided by the laws of the State of Florida for approval.

3.03 **Conditions Precedent to Obligations of Birmingham Yellow Checker Cab Co., L. L. C.** Except as may be expressly waived in writing by Birmingham Yellow Checker Cab Co., L. L. C., all the obligations of Birmingham Yellow Checker Cab Co., L. L. C., under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Jefferson County Yellow Cab, L. L. C.,:

(A) The representations and warranties made by Jefferson County Yellow Cab, L. L. C., to Birmingham Yellow Checker Cab Co., L. L. C., 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.

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CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

(B) Jefferson County Yellow Cab, L. L. C. 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 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 Birmingham Yellow Checker Cab Co., L. L. C.

**3.04 Conditions Precedent to Obligations of Jefferson County Yellow Cab, L. L. C.**  
Except as may be expressly waived in writing by Jefferson County Yellow Cab, L. L. C., all the obligations of Jefferson County Yellow Cab, L. L. C., under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Birmingham Yellow Checker Cab Co., L. L. C.

(A) The representations and warranties made by Birmingham Yellow Checker Cab Co., L. L. C. to Jefferson County Yellow Cab, L. L. C., 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) Birmingham Yellow Checker Cab Co., L. L. C., 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.

#### **ARTICLE IV**

##### **MANNER OF CONVERTING MEMBERSHIP INTERESTS**

**4.01 Manner.** The holders of membership interests in Birmingham Yellow Checker Cab Co., L. L. C., shall surrender their membership interests to the Managing Member of the Surviving Company promptly after the effective date, in exchange for membership interests of the Surviving Company to which they are entitled under this Article IV.

4.02 Basis. Each member shall be entitled to receive one (1) membership unit of the Surviving Company for each membership unit that the member owned in the Merging Company. FILED  
NOV 13 AM 10:46

4.03 Membership Units of Surviving Company. The currently outstanding number of membership units in the Surviving Company shall remain outstanding in the Surviving Company. STATE  
TALLAHASSEE, FLORIDA

#### **ARTICLE V** **MANAGING MEMBER AND OFFICERS**

5.01 Managing Member and Officers of Surviving Company. The Managing Member of the Surviving Company shall be Alabama, Inc., c/o Ellis Houston, 1223 Kingsbridge Road, Houston, TX 77073. All persons who as of the effective date of the merger shall be executive or administrative officers of Jefferson County Yellow Cab, L. L. C., shall remain as officers of the Surviving Company until the members of the Surviving Company shall determine otherwise.

#### **ARTICLE VI** **OPERATING AGREEMENT**

6.01 Operating Agreement of the Surviving Company. The Operating Agreement of Jefferson County Yellow Cab, L. L. C., existing on the effective date of the merger, shall continue in full force as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement 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 Birmingham Yellow Checker Cab Co., L. L. C., Jefferson County Yellow Cab, L. L. C., or the members 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 members 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 members of either of the constituent companies:



(A) By mutual consent of the members of the constituent companies.

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(1) The members of Jefferson County Yellow Cab, L. L. C., dissent so that, in their opinion the merger will be inadvisable or undesirable.

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

(3) Any legislation shall be enacted that, in the opinion of the members of either company, 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 members of either company, any materially adverse change in the business or condition, financial or otherwise, of either constituent company.

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

(A) The Managing Member of the constituent company who made the election shall give immediate written notice of the election to the other constituent company.

(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 either constituent company as a result of the termination and abandonment.

## **ARTICLE IX**

### **INTERPRETATION AND ENFORCEMENT**

**9.01 Further Assurances.** Birmingham Yellow Checker Cab Co., L. L. C., agrees that from time to time, as may be requested by the Surviving Company or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. Birmingham Yellow Checker Cab Co., L. L. C., further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company 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 Company:

Jefferson County Yellow Cab, L. L. C.  
Alabama, Inc.  
1223 Kingsbridge Road  
Houston, TX 77073

with copy to:

Gold, Resnick & Ficarrotta, P.A.  
ATTN: Michael E. Boutzoukas, Esquire  
704 West Bay Street  
Tampa, FL 33606

Merging Company:

Birmingham Yellow Checker Cab Co., L. L. C.  
Alabama, Inc.  
1223 Kingsbridge Road  
Houston, TX 77073

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.

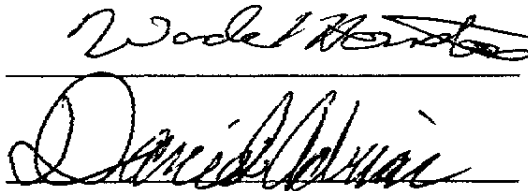
**9.05 Attorney's Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

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

SURVIVING Company:

Jefferson County Yellow Cab, L. L. C.  
By: ALABAMA, INC.  
Its Managing Member

By:   
Ellis Houston, President



MERGING Company:

Birmingham Yellow Checker Cab Co.  
L. L. C.

By: ALABAMA, INC.  
Its Managing Member

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CLERK OF COURT  
TALLAHASSEE, FLORIDA

Ellis Houston  
David Adams

By: Ellis Houston  
Ellis Houston, President