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From:
Account Name : BILZIN, SUMBERG DUNN BAENA PRICE & AXELROD LLP.
Account Number : 075350000132
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ATTN: Brenda Tadlock

MERGER OR SHARE EXCHANGE

STERLING AVIATION, LLC

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ARTICLES OF MERGER
Merger Sheet

MERGING:

STERLING AVIATION, INC. (P97000104551)

INTO

STERLING AVIATION, LLC, a Florida entity, L01000020014

File date: November 21, 2001

Corporate Specialist: Brenda Tadlock

H01-116079

ARTICLES OF MERGER

LOI-20014
STERLING AVIATION, LLC, a Florida limited liability company (the "Surviving Entity"), and STERLING AVIATION, INC., a Florida corporation (the "Non-surviving Entity"), *197-104551* hereby state and certify as follows, for the purposes of effecting an agreement and plan of merger between them, pursuant to the requirements of Sections 607.1109 and 608.4382 of the Florida Statutes:

1. Attached as Exhibit "A" is the Agreement and Plan of Merger between the Non-surviving Entity and the Surviving Entity, which is hereby incorporated by such reference as if fully herein set forth (the "Plan of Merger").

2. The merger of the Non-surviving Entity with and into the Surviving Entity shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date").

3. The Plan of Merger was duly and unanimously authorized, approved and adopted by the shareholders and the Board of Directors of the Non-surviving Entity by Written Consent thereto dated as of November 20, 2001 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

4. The Plan of Merger was duly and unanimously authorized, approved and adopted by the members of the Surviving Entity by Written Consent thereto dated as of November 20, 2001 in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 20 day of November, 2001.

NON-SURVIVING ENTITY:

STERLING AVIATION, INC., a Florida corporation

By: *Stephen Dresnick*
Dr. Stephen Dresnick, President

SURVIVING ENTITY:

STERLING AVIATION, LLC, a Florida limited liability company

By: *Stephen Bittel*
Stephen Bittel, Member

By: *Stephen Dresnick*
Dr. Stephen Dresnick, Member

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PAGE 4/ 6

H01-116079

Exhibit A

Plan of Merger

H01-116079

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") relates to the merger of STERLING AVIATION, INC., a Florida corporation (the "Non-surviving Entity"), with and into STERLING AVIATION, LLC, a Florida limited liability company (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Non-surviving Entity and the Surviving Entity wish to enter into a merger agreement according to which the Non-surviving Entity will merge with and into the Surviving Entity, and the Surviving Entity will be the surviving entity.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. The Merger. On the Effective Date (as defined below), the Non-surviving Entity shall merge with and into the Surviving Entity (the "Merger"). Immediately following the Merger, the Surviving Entity shall continue as the surviving entity, and the separate existence of the Non-surviving Entity shall cease.

2. Terms and Conditions. The Merger shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Date"), and shall have the effects set forth in Section 607.1108 of the Florida Business Corporation Act and Section 608.4383 of the Florida Limited Liability Company Act.

3. Cancellation of Shares. At the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Entity or the Non-surviving Entity, all outstanding capital stock of the Non-surviving Entity shall be cancelled and all membership interests in the Surviving Entity shall remain. All outstanding debt instruments and obligations of the Non-surviving Entity shall convert to debt instruments and obligations of the Surviving Entity.

4. Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by either party's shareholders or members at any time with the written consent of the Surviving Entity and the Non-surviving Entity.

5. Effect of Termination. If this Agreement is terminated as provided in Section 6, this Agreement shall forthwith become void and have no effect, without liability on the part of the Surviving Entity and the Non-surviving Entity and their respective directors, officers, shareholders or members.

6. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.

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H01-116079

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

8. Governing Law. This Agreement is governed by the laws of the State of Florida.

9. Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other party hereto.

10. Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of November 20, 2001.

NON-SURVIVING ENTITY:

STERLING AVIATION, INC., a Florida corporation

By: Stephen Dresnick
Dr. Stephen Dresnick, President

SURVIVING ENTITY:

STERLING AVIATION, LLC, a Florida limited liability company

By: Stephen Bittel
Stephen Bittel, Member

By: Stephen Dresnick
Dr. Stephen Dresnick, Member