

P00000104989

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H04000256086 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : PCA000000023
Phone : (850) 222-1092
Fax Number : (850) 222-9428

RECEIVED
04 DEC 30 PM 4:07
DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

DHL Aviation Americas (OH), Inc.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

FILED
04 DEC 30 PM 4:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing

Public Access Help

Merger

Conditions JAN 03 2005

ARTICLES OF MERGER
OF
DHL AVIATION AMERICAS, INC.
(a Florida Corporation)
WITH AND INTO
DHL AVIATION AMERICAS (OH), INC.
(an Ohio Corporation)
(Pursuant to Section 607.1105 of the Florida Statutes)

FILED
04 DEC 30 PM 4:43
SECRETARY OF STATE
TALLAHASSEE, FL 32399

These Articles of Merger do hereby certify:

FIRST: That the name and jurisdiction of incorporation of each of the constituent corporations are as follows:

<u>NAME</u>	<u>JURISDICTION</u>
DHL Aviation Americas, Inc.	Florida
DHL Aviation Americas (OH), Inc.	Ohio

SECOND: That an agreement of merger has been executed on December 23, 2004, by DHL Aviation Americas, Inc. and DHL Aviation Americas (OH), Inc. (the "Company"). The agreement of merger has been approved, adopted, certified and acknowledged by both the Board of Directors and the sole stockholder of each of the constituent corporations.

THIRD: That the surviving company of the merger is DHL Aviation Americas (OH), Inc. At the effective time of the merger, the name of the surviving company will be changed to "DHL Aviation Americas, Inc."

FOURTH: Pursuant to the agreement of merger, (i) each share of capital stock of DHL Aviation Americas, Inc. issued and outstanding immediately prior to the merger shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into and shall automatically become one fully paid and nonassessable share of the common stock of the surviving company, held by the person who was the holder of such share of stock immediately prior to the merger, and (ii) the shares of capital stock of the Company issued and outstanding immediately prior to the merger shall be canceled and extinguished without any consideration therefor and shall cease to exist.

FIFTH: That the articles of incorporation of the Company shall be the articles of incorporation of the surviving corporation.

SIXTH: That an executed copy of the agreement and plan of merger is on file at the offices of the Company and the Company will provide, in response to any written request made

by a shareholder/stockholder of either of the constituent corporations sent to the offices of the Company and without cost to such shareholder/stockholder, a copy of the agreement and plan of merger. The request should be directed as follows:

DHL Aviation Americas, Inc.
c/o DHL Holdings (USA), Inc.
1200 South Pine Island Road
Suite 600
Plantation, FL 33324
Attention: General Counsel

IN WITNESS WHEREOF, these Articles of Merger are hereby executed by the parties hereto, this 23rd day of December 2004.

DHL AVIATION AMERICAS, INC

By: 

Name: Jon B. Olin

Title: Secretary

DHL AVIATION AMERICAS (OH), INC.

By: 

Name: Jon B. Olin

Title: Secretary

**AGREEMENT AND PLAN OF MERGER
OF**

DHL AVIATION AMERICAS, INC.
(a Florida Corporation)

WITH AND INTO

DHL AVIATION AMERICAS (OH), INC.
(an Ohio Corporation)

THIS AGREEMENT AND PLAN OF MERGER dated as of December 23, 2004 (this "Merger Agreement") is between DHL AVIATION AMERICAS, INC., a Florida corporation (the "Disappearing Corporation"), and DHL AVIATION AMERICAS (OH), INC., an Ohio Corporation (the "Surviving Corporation") and, together with the Disappearing Corporation, the "Constituent Corporations").

WHEREAS, the Surviving Corporation is duly organized and existing under the laws of the State of Ohio and has an authorized capital of 1,000 shares of common stock, par value \$0.01 per share.

WHEREAS, all of the issued and outstanding capital stock of the Surviving Corporation is owned by the Disappearing Corporation.

WHEREAS, the Constituent Corporations desire to merge pursuant to 607.1101 of the Florida Statutes (the "FS") and Section 1701.801 of the Ohio Revised Code (the "ORC") and in connection therewith desire to enter into this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Corporations agree as follows:

1. Merger. In accordance with the provisions of this Merger Agreement, the ORC and the FS, at the Effective Time (as defined herein), the Disappearing Corporation shall be merged with and into the Surviving Corporation (the "Merger"), the corporate existence of the Surviving Corporation shall continue and the separate corporate existence of the Disappearing Corporation shall cease.

2. Surviving Corporation.

(a) *Name.* From and after the Effective Time, the name of the Surviving Corporation shall be "DHL Aviation Americas, Inc." The Surviving Corporation is a corporation formed under the laws of the State of Ohio on December 20, 2004, having a registered office located in the City of Columbus, Franklin County.

(b) *Existence.* The corporate identity, existence, purpose, franchises, powers, assets, liabilities, rights, obligations and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the Merger and the corporate identity, existence,

purpose, franchises, powers, assets, liabilities, rights obligations, and immunities of the Disappearing Corporation shall vest in the Surviving Corporation.

(c) *Articles of Incorporation and Code of Regulations.* The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Time shall be and remain its Articles of Incorporation until amended in accordance with the provisions thereof and applicable law. The Code of Regulations of the Surviving Corporation as in effect immediately prior to the Effective Time shall be its Code of Regulations until amended in accordance with the provisions thereof and applicable law.

(d) *Directors and Officers.* The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall remain the directors and officers of the Surviving Corporation.

3. Effective Time. The Merger shall become effective upon the filing of the duly executed Certificate of Merger, pursuant to the requirements of the FS and the ORC, respectively, with the proper officials of the State of Florida and the State of Ohio, respectively (such time, the "Effective Time").

4. Effect of Merger on Outstanding Shares.

(a) At the Effective Time, (i) each share of capital stock of the Disappearing Corporation issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and shall automatically become one fully paid and nonassessable share of the common stock of the surviving corporation of the Merger, held by the person who was the holder of such share of stock immediately prior to the Merger, and (ii) the shares of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Merger shall be canceled and extinguished without any consideration therefor and shall cease to exist.

(b) Each stockholder of the Disappearing Corporation shall, upon delivery to the surviving corporation of the Merger of its certificate(s) representing its shares in the Disappearing Corporation, be entitled to receive new certificate(s) in such stockholder's name representing its shares in the surviving corporation of the Merger.

5. Conditions Precedent. The obligations of each party to complete the Merger are subject to the following conditions: (i) all corporate actions necessary to authorize the execution, delivery and performance of this Merger Agreement shall have been duly and validly taken by the other party; (ii) the stockholders of each of the Disappearing Corporation and the Surviving Corporation shall have adopted this Merger Agreement; and (iii) all governmental approvals and other actions required to effect the Merger shall have been obtained.

6. Termination or Abandonment. This Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the mutual consent of the respective boards of directors of the Disappearing Corporation and

the Surviving Corporation. If this Merger Agreement is terminated as provided in this Section, neither the Disappearing Corporation nor the Surviving Corporation nor their respective boards of directors or stockholders or shareholders, as applicable, shall be liable to the other or its directors or stockholder or shareholders, as applicable.

7. Other Provisions.

(a) *Governing Law.* This Merger Agreement shall be governed by the laws of Ohio applicable to contracts made and to be performed in Ohio.

(b) *Further Assurances.* Each of the Constituent Corporations shall take or cause to be taken all such actions, or do or cause to be done all such things, as are necessary, proper or advisable under the laws of the States of Ohio and Florida to make effective the Merger. The Disappearing Corporation shall execute and deliver all such documents and instruments and take all such action as the Surviving Corporation may request in order to vest or evidence the vesting in the Surviving Corporation of title to and possession of all rights, properties, assets and business of the Disappearing Corporation, or otherwise to carry out the full intent and purposes of this Merger Agreement.

(c) *Counterparts.* This Merger Agreement may be executed in one or more counterparts (including by facsimile transmission), each of which shall be deemed to be an original and all of which together shall constitute one binding agreement on the Constituent Corporations.

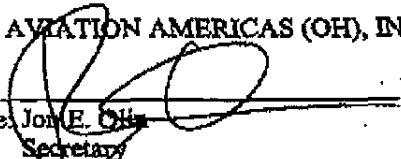
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf
of the parties hereto.

DHL AVIATION AMERICAS, INC.

By: 
Name: Jon E. Olin
Title: Secretary

DHL AVIATION AMERICAS (OH), INC.

By: 
Name: Jon E. Olin
Title: Secretary