

PD/000028163

(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

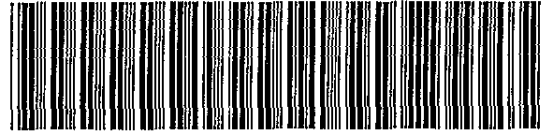
(Business Entity Name)

(Document Number)

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FILED
02 DEC 31 AM 9:39
CLERK OF STATE
TALLAHASSEE, FLORIDA

Member

ARTICLES OF MERGER
Merger Sheet

MERGING:

RECTRIX AVIATION, INC., A FLORIDA CORPORATION, P01000028163

INTO

RECTRIX AVIATION, INC., a Massachusetts entity not qualified in Florida.

File date: December 31, 2002

Corporate Specialist: Pamela Smith

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

December 30, 2002

VIA FEDERAL EXPRESS

Airbill No. 8372 5494 7063

SUBJECT: Rectrix Aviation, Inc.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert E. Wise, Jr.

(Name of person)

Roach & Wise, LLP

(Name of firm/company)

31 State Street

(Address)

Boston, MA 02109

(City/state and zip code)

For further information concerning this matter, please call:

Robert E. Wise, Jr.

(Name of person)

at (617) 723-2800

(Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER
(Profit Corporations)

FILED

02 DEC 31 AM 9:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Rectrix Aviation, Inc.</u>	<u>Massachusetts</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Rectrix Aviation, Inc.</u>	<u>Florida</u>	<u>P01000028163</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 02 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on December 30, 2002.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 30, 2002.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Rectrix Aviation, Inc.</u>	<u>Massachusetts</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Rectrix Aviation, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

See Attached Agreement of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Attached Agreement of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

See Attached Agreement of Merger

AGREEMENT OF MERGER

This agreement of merger made and entered into as of this 30th day of December, 2002 ("Agreement") by between Rectrix Aviation, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with a principal place of business at 730 Barnstable Road, Barnstable Airport, Hyannis, Massachusetts 02601 ("Rectrix MA") and Rectrix Aviation, Inc., a corporation duly organized and existing under the laws of the State of Florida with a principal place of business at Suite 210, 8191 North Tamiami Trail, Sarasota, Florida 34243 ("Rectrix FL").

WHEREAS, Rectrix MA has authorized capital stock of 200,000 shares of common stock, without par value, of which 1,000 shares are issued and outstanding as of the date hereof; and

WHEREAS, Rectrix FL has authorized capital stock of 1,000 shares of common stock with a par value of \$1.00, of which 1,000 are issued and outstanding as of the date hereof; and

WHEREAS, the boards of directors of each of Rectrix MA and Rectrix FL have voted that they deem it desirable and for the general welfare of the corporations and of the stockholders of each that the corporations merge under the provisions of Mass. G. L. c. 156B §§78 and 79, and the said boards of directors of each has called a meeting of stockholders for the purpose of approving this Agreement effecting said merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I MERGER

1.1. Constituent Corporations. The names of the corporations proposing to merge are Rectrix Aviation, Inc. of Massachusetts and Rectrix Aviation, Inc. of Florida.

1.2. Surviving Corporation. The surviving corporation is Rectrix Aviation, Inc., the Massachusetts corporation.

1.3. Corporate Identity and Existence. Except as specifically provided herein and by law, the corporate identity and existence of Rectrix MA with all its purposes, powers and privileges shall continue unaffected and unimpaired by the merger contemplated by this Agreement and the corporate identity and existence of Rectrix FL with all its purposes, powers and privileges shall cease and be merged with and into Rectrix MA all as set forth in said §§ 78 and 79.

1.4. Vesting. Rectrix MA, as the corporation surviving the merger contemplated by this Agreement, shall be fully vested with all such purposes, powers and privileges and fully charged

with all existing obligations of Rectrix FL, all as set forth in said §§ 78 and 79.

1.5. Purpose. The purposes of the surviving corporation, Rectrix MA is, and shall be: To lease, rent, charter aircraft, operate a charter airline pursuant to FAR part 135, broker aircraft charter, create, design, develop, manage, promote, and market aircraft charter service plans and manage aircraft and fleets of aircraft. To purchase, acquire, hold, mortgage, pledge, hypothecate, loan money upon, exchange, rent, sell and otherwise deal in personal and real property of every kind and character wherever situated, including without limitation the stock and securities in this or any other corporation; to lend money, credit or security to, to guarantee or assume obligations of, and to aid in any other manner other concerns wherever and however organized, any obligations of which or any interest in which shall be held by this corporation or in the affairs or prosperity of which this corporation has a lawful interest and to do all acts and things designed to protect, improve or enhance the value of any such obligations or interests. To conduct such other activities and programs in furtherance of the foregoing purposes as may be carried out by a corporation organized under Massachusetts General Laws Chapter 156B.

1.6. Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement, and the merger contemplated hereby, may be abandoned by vote of the board of directors of Rectrix MA at any time prior to its effective date. In the event of such abandonment, notice shall forthwith be given to Rectrix FL, and thereupon this Agreement shall become wholly void and of no effect and there shall be no liability on the part of any party hereto, its officers, directors or stockholders.

1.7. Effective Date. The effective date of the merger shall be December 31, 2002 or such later date of the filing of the Articles of Merger pursuant to M.G.L.A. c. 156B § 78(d) and M.G.L.A. c. 156B § 6 or such other date specified in the Articles of Merger.

1.8. Authorized Stock. At the effective date the surviving corporation, Rectrix MA, shall be authorized to issue 200,000 shares of common stock, without par value.

1.9. Conversion of Stock. The manner of converting the capital stock of the constituent corporations into shares or securities of the survivor, Rectrix MA, is as follows:

a. Each share of the common stock of Rectrix FL, with par value, shall be converted into one share of the common stock, without par value, of Rectrix MA, on a share-for-share basis

b. All voting rights and powers, dividend rights, preferences, and other rights and qualifications of holders of stock so converted shall, after such conversion, be as provided for the stock held after such conversion, and no inconsistent rights and powers, dividend rights, preferences, and other rights and qualifications shall survive the conversion.

c. Certificates for stock outstanding at the effective date of the merger and so converted

may, but need not, be surrendered, canceled and replaced with certificates for the stock into which the stock they had represented has been converted.

ARTICLE II TERMS AND CONDITIONS OF MERGER

2.1. Rights, Powers and Franchises. Upon the merger becoming effective, all of the rights, immunities, privileges, powers and franchises of each of the corporations, both of a public and private nature, all property, real personal and mixed, all debts due on account, as well for stock subscriptions as all other things in action or belonging to each of the corporations shall vest in Rectrix MA, the surviving corporation, without further act or deed as effectually as they were vested in Rectrix FL or Rectrix MA, and title to any real estate whether vested by deed or otherwise in either of the constituent corporations shall not revert or be in any way impaired by reason of the merger,

2.2. Debts and Obligations. Rectrix MA, the surviving corporation, shall upon the merger and thenceforth, assume and be responsible for all debts, liabilities, obligations and duties of each constituent corporation, and all said debts, liabilities, obligations and duties shall thenceforth attach to Rectrix MA, the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of each corporation of their stockholders, directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with either corporation or any liens upon the property of either of the corporations be impaired by the merger and any action or proceeding pending against either corporation may be prosecuted the same as if said merger had not taken place. If at any time after the effective date of the merger Rectrix MA, the surviving corporation, shall deem that any further assignments or assurances in law or other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in Rectrix MA, the surviving corporation, the title to any property or rights acquired or to be acquired by reason or as a result of said merger then the appropriate directors or officers of Rectrix MA are hereby authorized to execute and acknowledge all such instruments of further assurance and do such other acts or things, either in the name of Rectrix MA or in the name of a constituent corporation as they may deem necessary to carry out the purposes of this Agreement.

2.3. Accounts. Upon and as a result of the merger being effective, the assets, liabilities, reserves and accounts of each of Rectrix MA and Rectrix FL shall be taken up on the books of Rectrix MA, the surviving corporation, at the amounts at which they, respectively, shall then be carried on the books of said constituent corporation, subject to such adjustments or eliminations of intercompany items, as may be appropriate in giving effect to the merger.

2.4. Corporate Acts. All corporate acts, plans, policies, approvals and authorizations of Rectrix FL, its stockholders, directors, committees thereof, officers or agents, which were valid and effective immediately prior to the effective date of the merger shall be taken for all purposes

as the acts, plans, policies, approvals and authorizations of Rectrix MA, the surviving corporation, and shall be as effective and binding thereon as the same were with respect to Rectrix FL. The employees and agents of Rectrix FL shall become the employees and agents of Rectrix MA, the surviving corporation, and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Rectrix FL.

2.5. Adoption by Shareholders. There shall be required for the adoption and approval of this Agreement by the stockholders of Rectrix MA and Rectrix FL the affirmative vote of the holders of at least two-thirds of the common stock of Rectrix MA issued and outstanding as at the record date and the affirmative vote of the holders of at least two-thirds of the common stock of Rectrix FL issued and outstanding as at the record date.

2.6. Filing of Articles of Merger. Within ten (10) business days after the approval of the last of the constituent corporations' stockholders to approve this Agreement pursuant to paragraph 2.5 above, articles of merger shall be filed with the Office of the Secretary of State for the Commonwealth of Massachusetts.

ARTICLE III CLOSING

3.1. Closing. A Closing ("Closing") shall take place at 10:00 a.m. on December 31, 2002, at the offices of Roach & Wise LLP, 31 State Street, Boston, Massachusetts, or at such other place, date and/or time as may be mutually agreed upon by the parties. If the Closing is not consummated on or prior to January 31, 2003, this Agreement shall be void and of no further force and effect.

3.2. Conditions to Closing. Articles of Merger shall have been filed in the appropriate office of The Commonwealth of Massachusetts pursuant to paragraph 2.6 above and evidence of such filing shall be presented at the Closing.

3.3. Expenses. Whether or not the merger contemplated by this Agreement is consummated, each party will pay its respective expenses incurred in connection with the origin, negotiation, execution and performance of this Agreement.

ARTICLE IV MISCELLANEOUS

4.1. Entire Agreement, Waivers. This Agreement (including exhibits and schedules) represents the entire agreement of the parties and supersedes all prior agreements, negotiations and understandings, oral or written, among the parties with respect to the subject matter hereof. No interpretation, change, waiver, termination or modification of any provision of this

Agreement will be binding upon any party unless in writing and signed by all of the parties.

4.2. Notices. All notices hereunder shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid, and addressed:

if to Rectrix FL to: James P. Hausch
Suite 120
8191 North Tamiami Trail
Sarasota, Florida 34243,

and if to Rectrix MA to: James P. Hausch
Suite 1200
Two North Tamiami Trail
Sarasota, Florida 34236,

with a copy to: Robert E. Wise, Jr., Esq.
Roach & Wise LLP
31 State Street
Boston, MA 02109

as such may be from time to time modified by notice hereunder, and shall be deemed effective when delivered if sent by hand or if mailed when deposited in the mails.

4.3. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts as if it were an agreement between Massachusetts residents, entered into and performed entirely within said commonwealth.

4.4. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their respective, representatives, successors and assigns provided that this Agreement may not be assigned by any party without the consent of the other.

4.5. Captions. Captions are supplied herein for convenience only and shall not be deemed to be part of this Agreement for any purpose.

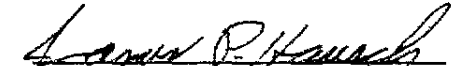
4.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

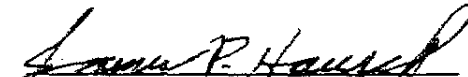
4.7. Severability. If any general term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and such term or condition, except to such extent or application, shall not be affected thereby, and each and every term and condition shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

RECTRIX AVIATION, INC.
(a Massachusetts corporation)

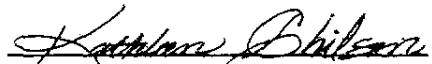
RECTRIX AVIATION, INC.
(a Florida corporation)

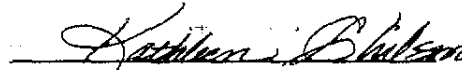

By: James P. Hausch, President


By: James P. Hausch, President

and

and


By: Kathleen Chilson, Treasurer


By: Kathleen Chilson, Treasurer