

**P010000067910**

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**MERGER OR SHARE EXCHANGE**

**ALLIED AVIATION HOLDINGS CORPORATION**

Certificate of Status	0
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*Merger OK  
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**CERTIFICATE OF MERGER**  
**OF**  
**ALLIED MAINTENANCE SECURITIES, INC.**  
**INTO**  
**ALLIED AVIATION HOLDINGS CORPORATION**

TO: The Secretary of State of Delaware and  
The Secretary of State of Florida

Pursuant to the provisions of Subchapter IX of the Delaware General Corporation Law and Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations hereby execute the following Certificate of Merger.

**ARTICLE ONE**

ALLIED MAINTENANCE SECURITIES, INC., a Delaware corporation ("Allied Maintenance" or "Merging Corporation") shall be merged with and into ALLIED AVIATION HOLDINGS CORPORATION, a Florida corporation ("Allied Holdings" or "Surviving Corporation").

The Surviving Corporation irrevocably appoints the Delaware Secretary of State as its agent in Delaware to accept service of process in a suit or proceeding filed in Delaware, and a copy of such process shall be sent to the address set forth in the next sentence.

The address of the Surviving Corporation's registered office is 4120 Higel Avenue, Sarasota, Florida 34242, and the name of its registered agent is Robert L. Rose.

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The total authorized capital stock of the Surviving Corporation consists of 1,000 shares of common stock, \$1.00 par value.

#### **ARTICLE TWO**

The designation and number of the shares of each of the undersigned corporations whose stockholders are entitled to vote are as follows:

<u>Name of Corporation</u>	<u>Designation of Class Entitled to Vote</u>	<u>Total Number of Shares Entitled to Vote</u>
Allied Maintenance	Common Stock	50
Allied Holdings	Common Stock	1,000

#### **ARTICLE THREE**

As to each of the undersigned corporations whose stockholders are entitled to vote, the number of shares voting for and against the Merger Agreement, respectively, are as follows:

<u>Name of Corporation</u>	<u>Designation of Class Entitled to Vote</u>	<u>Number of Shares Voted For</u>	<u>Against</u>
Allied Maintenance	Common Stock	50	0
Allied Holdings	Common Stock	1,000	0

#### **ARTICLE FOUR**

An Agreement and Plan of Merger (the "Plan") has been approved, adopted, certified, executed and acknowledged by both the Surviving Corporation and the Merging Corporation in accordance with the provisions of Section 251 of the General Corporation

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Law of the State of Delaware and Section 607.1105 of the Florida Business Corporation Act.

**ARTICLE FIVE**

The effective date of the Merger contemplated by the Merger Agreement shall be the date of filing.

**ARTICLE SIX**

An executed copy of the Plan is on file at the principal place of business of the Surviving Corporation which is as follows: c/o Robert L. Rose, 4120 Higel Avenue, Sarasota, Florida 34242.

**ARTICLE SEVEN**

The Surviving Corporation will furnish a copy of Agreement of Merger on request and without cost to any stockholder of Allied Maintenance, c/o Robert L. Rose, 4120 Higel Avenue, Sarasota, Florida 34242.

**ARTICLE EIGHT**

The name of the surviving corporation is Allied Aviation Holdings Corporation, which will continue its existence as said Surviving Corporation under its present name upon the effective date of said merger pursuant to the provisions of the Florida Business Corporation Act.

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**ARTICLE NINE**

The certificate of incorporation of the Surviving Corporation shall be its  
certificate of incorporation.

IN WITNESS WHEREOF, each of the undersigned corporations have caused this  
Certificate of Merger to be executed in its name by its President as of May 24, 2006.

**ATTEST:**

**Allied Maintenance Securities, Inc.**

Alice R. Nicholas  
Name: ALICE R. NICHOLAS  
Title: ASSISTANT SECRETARY

By: Robert L. Rose  
Robert L. Rose, President

**ATTEST:**

**Allied Aviation Holdings  
Corporation**

Alice R. Nicholas  
Name: ALICE R. NICHOLAS  
Title: ASSISTANT SECRETARY

By: Robert L. Rose  
Robert L. Rose, President

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**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") dated as of January 1, 2004, by and between ALLIED MAINTENANCE SECURITIES, INC., a Delaware corporation ("Allied Maintenance" or "Constituent Corporation"), and ALLIED AVIATION HOLDINGS CORPORATION, a Florida corporation ("Allied Holdings" or "Surviving Corporation").

**WITNESSETH:**

**WHEREAS**, the authorized capital stock of Allied Maintenance consists of 50 shares of Common Stock, \$100.00 par value, all of which are issued and outstanding and owned by Allied Holdings.

**WHEREAS**, the Board of Directors of the Constituent Corporation deems it advisable to merge the Constituent Corporation with and into the Surviving Corporation upon the terms and conditions contained in this Merger Agreement, to achieve greater efficiency and economy of management of the businesses and for the general welfare and advantage of the Constituent Corporation and its stockholders.

**WHEREAS**, the Board of Directors and stockholders of Constituent Corporation and the Surviving Corporation have authorized the execution and delivery of this Merger Agreement and the consummation of the transactions contemplated hereby.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements, provisions, covenants and grants herein contained, the parties agreed as follows:

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**ARTICLE ONE**

The Constituent Corporation shall be merged with and into Allied Holdings in accordance with the provisions of the Delaware General Corporation Law and the Florida Business Corporation Act and the terms and provisions of this Merger Agreement (the "Merger"). Upon the Effective Date of the Merger (hereinafter defined in the Article Two hereof), the corporate name and organization of Allied Maintenance shall cease and, except as otherwise set forth in this Merger Agreement or as provided by the Delaware General Corporation Law or the Florida Business Corporation Act, the corporate name, franchise, rights and organization of Allied Holdings shall remain intact and be that of the Surviving Corporation. The capital stock of the Surviving Corporation shall consist of 1,000 shares of Common Stock, \$1.00 par value.

**ARTICLE TWO**

The Merger shall be the date of filing of the Certificate of Merger (sometimes hereinafter called the "Effective Date"), as provided for in the Certificate of Merger to be filed with the Secretary of the State of Delaware and the Secretary of State of Florida upon the approval of the Merger Agreement by the sole director and sole stockholder of the Constituent Corporation.

**ARTICLE THREE**

Upon the consummation of the Merger, the Certificate of Incorporation and the By-Laws of Allied Holdings, as same may have been amended and/or restated from time to time through the date hereof, shall remain and be the Certificate of Incorporation and the By-Laws of the Surviving Corporation until same shall be further altered or amended

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according to the provisions thereof and in the manner permitted by the Florida Business Corporation Act.

#### ARTICLE FOUR

The first meeting of the stockholders of the Surviving Corporation held after the Effective Date shall be the next annual meeting or special of stockholders as provided for in the By-Laws of the Surviving Corporation.

#### ARTICLE FIVE

All persons who at the Effective Date are officers and directors of Allied Holdings shall continue to be the officers and directors of the Surviving Corporation after the consummation of the Merger, and they shall hold office until the next annual or special meeting of the stockholders of the Surviving Corporation after the Effective Date, until their successors are elected and duly qualified, subject to the provisions of law and the Certificate of Incorporation and the By-Laws of the Surviving Corporation:

#### ARTICLE SIX

The first regular meeting of the Board of Directors of the Surviving Corporation shall be held immediately following the next annual or special meeting of the stockholders of the Surviving Corporation at which Directors of the Surviving Corporation are elected.

#### ARTICLE SEVEN

Upon the Effective Date of the Merger, all the property, rights, immunities, privileges, powers and franchises, public or private, of the Constituent Corporation, and all debts due to the Constituent Corporation from whatever account, including subscriptions to shares and all other things in action, and all and every other interest

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belonging to or due to the Constituent Corporation, shall be vested in the Surviving Corporation without further act or deed and shall be thereafter the property of the Surviving Corporation as effectively as they were of the Constituent Corporation. The title to any real estate, whether vested by deed or otherwise in the Constituent Corporation, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thereafter be responsible for all the debts, liabilities, obligations and duties of the Constituent Corporation, and all such debts, liabilities, obligations and duties shall thereafter attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of the Constituent Corporation or of its stockholders, directors, or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with the Constituent Corporation, or any liens upon the property of the Constituent Corporation, be impaired by this Merger Agreement, and all rights of creditors and all liens upon any property of the Constituent Corporation shall be preserved unimpaired. Any action or proceeding pending by or against the Constituent Corporation may be prosecuted to judgment the same as if this Merger Agreement had not taken place, which judgment shall be binding upon the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place and stead.

#### ARTICLE EIGHT

Each share of stock of the Constituent Corporation which shall be outstanding immediately prior to the Effective Date of the merger shall, upon the Effective Date, automatically be cancelled.

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**ARTICLE NINE**

*This Merger Agreement may be terminated and the plan of merger contemplated hereby abandoned at any time before the Effective Date of the merger at the option of the Board of Directors of the Constituent Corporation for any reason, with or without cause.*

**ARTICLE TEN**

*The Surviving Corporation shall pay all expenses of carrying this Merger Agreement into effect and of accomplishing the Merger.*

**ARTICLE ELEVEN**

*If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances or any things are necessary or desirable to vest, perfect or confirm, in the Surviving Corporation the title to any property or rights of the Constituent Corporation acquired or to be acquired by reason or as a result of the Merger, the proper officers and directors of the Constituent Corporation shall execute and deliver all such proper deeds, assignments and assurances, and do all things necessary and proper to vest, perfect or confirm title in such property or rights in the Surviving Corporation and otherwise to carry out the purposes and accomplish the objectives of this Merger Agreement.*

**ARTICLE TWELVE**

*The Surviving Corporation shall not issue fractions of shares in connection with this Merger and, in lieu thereof, shall pay in cash the fair value of fractions of a share at the Effective Date of the Merger.*

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IN WITNESS WHEREOF, the respective parties have caused this Agreement to  
be executed the day and year first above written.

ATTEST:

Allied Maintenance Securities, Inc.

Alice R. Nicholas  
Name: ALICE R. NICHOLAS  
Title: Assistant Secretary

By: Robert L. Rose  
Robert L. Rose, President

ATTEST:

Allied Aviation Holdings  
Corporation

Alice R. Nicholas  
Name: ALICE R. NICHOLAS  
Title: Assistant Secretary

By: Robert L. Rose  
Robert L. Rose, President

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