

P02000031413

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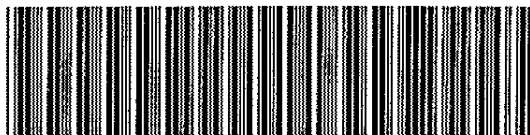
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
T. Lewis 12/2/02

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporation

SUBJECT: BREDEL CORPORATION

The enclosed revised merger is submitted for filing.

The filing fee has already been supplied to the Division of Corporations.

Please return all correspondence concerning this matter to the following:

CHRISTOPHER P. CALKIN

CHRISTOPHER P. CALKIN, P.A.

1715 N. Westshore Blvd., Ste 918

Tampa, Florida 33607

For further information concerning this matter, please call:

Kristan Long, CLA at (813) 287-1980

 Check for filing and certified copy fee has already been sent.



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

November 19, 2002

CHRISTOPHER P. CALKIN, ESQ.
1715 N. WESTSHORE BLVD.
SUITE 918
TAMPA, FL 33607

SUBJECT: BREDEL CORPORATION
Ref. Number: P02000031413

We have received your document for BREDEL CORPORATION and check(s) totaling \$79.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The articles of merger you submitted were prepared in compliance with section 607.1109, Florida Statutes. Articles of Merger between two or more domestic profit corporations are filed pursuant to section 607.1105, Florida Statutes. Enclosed is a form for your convenience.

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) 245-6905.

Thelma Lewis
Document Specialist Supervisor

Letter Number: 902A00062552

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DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

BREDEL LEASING, INC., a Florida entity, P01000089364.

INTO

BREDEL CORPORATION, a Florida entity, P02000031413

File date: December 2, 2002

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Business Corporation Act ("Florida Statutes") to effect the merger of two Florida corporations.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the merging corporation is as follows:

Bredel Leasing, Inc. Florida Corporation
2637 McCormick Dr.
Clearwater, Florida 33759

Florida Department/Registration Number 182112 FEI #59-3743935

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving corporation is as follows:

Bredel Corporation Florida Corporation
2637 McCormick Dr.
Clearwater, Florida 33759

Florida Department/Registration Number 2296657 FEI #62-1535515

THERE ARE NO OTHER PARTIES TO THE MERGER

THIRD: The Plan of Merger is attached and meets the requirements of Section 607.1105 of the Florida Statutes. The attached Plan of Merger was approved by the shareholders of the surviving corporation on October 1, 2002.

FOURTH: The attached Plan of Merger was approved by the shareholders of the merging corporation on October 1, 2002.

FIFTH: If not incorporated, organized or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligations or rights of any dissenting shareholders, partners

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TALLAHASSEE, FLORIDA

and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger. N/A

SIXTH: If not incorporated, organized or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, if any, that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302 of the Florida Statutes. N/A

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to Section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes. N/A

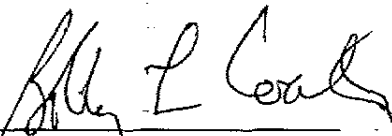
EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions.

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

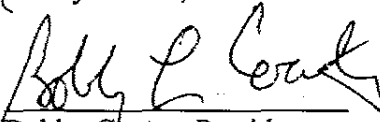
TENTH: The Articles of Merger comply and were executed in accordance with the laws of Florida, which is each party's applicable jurisdiction.

ELEVENTH: Signatures for Each Party:

Bredel Leasing, Inc.


Bobby Coates, President

Bredel Corporation


Bobby Coates, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement and Plan of Merger"), executed effective as of October 1, 2002, is by and between Bredel Corporation, a Florida corporation ("Bredel Corporation"), and Bredel Leasing, Inc., a Florida corporation ("Bredel Leasing, Inc."). Bredel Corporation and Bredel Leasing, Inc. are sometimes referred to herein as the "Constituent Entities."

Recitals

A. Bredel Corporation is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of one hundred (100) shares of common stock outstanding. As of the date of this Agreement and Plan of Merger, one hundred (100) shares of Common Stock were issued and outstanding.

B. Bredel Leasing, Inc. is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of one hundred (100) shares of common stock outstanding. As of the date of this Agreement and Plan of Merger, one hundred (100) shares of Common Stock were issued and outstanding.

C. The shareholders and the Board of Directors of Bredel Leasing, Inc. have approved Bredel Leasing, Inc.'s merging with and into Bredel Corporation, with Bredel Leasing, Inc. as the disappearing corporation upon the terms and conditions of this Agreement and Plan of Merger.

D. The shareholders and the Directors of Bredel Corporation have approved Bredel Corporation's merging with Bredel Leasing, Inc., with Bredel Corporation as the Surviving Corporation upon the terms and conditions of this Agreement and Plan of Merger.

E. The parties intend, by executing this Agreement and Plan of Merger, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the merger of Bredel Leasing, Inc. into and with Bredel Corporation (hereinafter, sometimes referred to as the "Merger") to qualify as a reorganization under the provisions of Section 368(a)(1)(A) and 368(a)(2)(E) of the Code.

F. Each party has adopted and approved the following Agreement and Plan of Merger, in accordance with Section 607.1101 through Section 607.1105 of the Florida Business Corporation Act ("Florida Statutes").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Bredel Corporation and Bredel Leasing, Inc. hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

FIRST: The exact name and jurisdiction of the merging corporation is as follows:

Bredel Leasing, Inc.	Florida Corporation
2637 McCormick Dr.	
Clearwater, Florida 33759	

SECOND: The exact name and jurisdiction of the surviving corporation is as follows:

Bredel Corporation	Florida Corporation
2637 McCormick Dr.	
Clearwater, Florida 33759	

THIRD:

3.1 Merger

In accordance with the provisions of this Agreement and Plan of Merger and the Florida Business Corporation Act, Bredel Leasing, Inc. (hereinafter, sometimes referred to as the "Disappearing Corporation") shall be merged with and into Bredel Corporation (hereinafter, sometimes referred to as the "Surviving Corporation"), the separate existence of Bredel Leasing, Inc. shall cease and Bredel Corporation shall survive the Merger and shall continue to be governed by the laws of the State of Florida.

3.2 Effective Date

The Merger shall become effective when the following actions have been completed (the "Effective Date of the Merger"):

(a) This Agreement and Plan of Merger shall have been adopted and approved by the shareholders of the Disappearing Corporation and the shareholders of the Surviving Corporation in accordance with the applicable requirements of the Florida Business Corporation Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Articles of Merger and this Agreement and Plan of Merger meeting the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of Florida.

FOURTH:

4.1 Articles of Incorporation

The Articles of Incorporation of Bredel Corporation shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until and unless duly amended in accordance with the provisions thereof and applicable law.

4.2 ByLaws

The Bylaws of Bredel Corporation as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until and unless duly amended in accordance with the provisions thereof and applicable law.

4.3 Officers and Directors

The Directors and officers of Bredel Corporation immediately prior to the Effective Date of the Merger shall be the Directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or pursuant to the Articles of Incorporation or the Bylaws of the Surviving Corporation.

4.4 Post Merger Constituency

Upon the Effective Date of the Merger, the separate existence of Bredel Leasing, Inc. shall cease and Bredel Corporation, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its Board of Directors and Bredel Leasing, Inc.'s Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Bredel Leasing, Inc., as the same may be hereinafter set forth, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Bredel Leasing, Inc. as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without transfer, to all of the debts, liabilities and obligations of Bredel Leasing, Inc. in the same manner as if Bredel Corporation had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act.

4.5 Property Rights of Bredel Leasing, Inc.

On the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Disappearing Corporation shall be transferred to, vested in and devolve on the Surviving Corporation without further act or deed, and all property, rights, and every other interest of the Surviving Corporation and the Disappearing Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving

Corporation and the Disappearing Corporation respectively. The Disappearing Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Disappearing Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Disappearing Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Disappearing Corporation or otherwise to take any and all such action.

4.6 Acts by Bredel Leasing, Inc.

All corporate acts, plans, policies, contracts, approvals and authorizations of the Disappearing Corporation, its shareholders, board of directors, committees elected or appointed by the board of directors, officers and agents that were valid and effective immediately prior to the effective day of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Disappearing Corporation. The employees of the Disappearing Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees of the Disappearing Corporation. Any employee plan or agreement of the Disappearing Corporation shall be adopted, effective and binding on the Surviving Corporation as the same were with respect to the Disappearing Corporation.

4.7 Service of Process

The Surviving Corporation hereby (1) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the Disappearing Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Disappearing Corporation; (2) irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service or process in any such proceedings; and (3) agrees that it will promptly pay to dissenting shareholders of the Disappearing Corporation the amount, if any, to which they shall be entitled pursuant to the laws of the State of Florida.

FIFTH:

- A. The number and basis of converting the interests, shares, obligation or other securities of the Disappearing Corporation into the interests, shares, obligations or other securities of the Survivor Corporation, in whole or in part, into cash or other property are as follows:

Upon the Effective Date of the Merger, each share of Common Stock of the Disappearing Corporation outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of such interest, or any other person, be changed and converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation. Upon the Effective Date of the Merger, each share of Common Stock of the Surviving Corporation issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holders thereof, remain outstanding following consummation of the Merger.

- B. The number and basis of converting the option to acquire interests, shares, obligation or other securities of each merged party into the option to acquire interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

Upon the Effective Date of the Merger, each option to purchase one (1) share of Common Stock of Disappearing Corporation outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, the holder of such option, or any other person be changed and converted into and exchanged for an option to purchase one (1) fully paid and nonassessable share of Common Stock of the Surviving Corporation.

SIXTH

6.1 Further Assurances

From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Disappearing Corporation such deeds and other instruments, and there shall be taken or caused to be taken by the Surviving Corporation and the Disappearing Corporation such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers,

franchises and authority of the Disappearing Corporation and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Disappearing Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6.2 Abandonment

At any time before the filing of this Agreement and Plan of Merger with the Secretary of State of Florida, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of the Surviving Corporation or the Board of Directors of the Disappearing Corporation, or both, notwithstanding the approval of this Agreement and Plan of Merger by the shareholders of the Disappearing Corporation or by the shareholders of the Surviving Corporation, or by both.

6.3 Amendment

The Directors of the Surviving Corporation and the Directors of the Disappearing Corporation may amend this Agreement and Plan of Merger at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of Florida, provided that any amendment made subsequent to the adoption of this Agreement by the shareholders of the Surviving Corporation and the shareholders of the Disappearing Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Entity, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class of shares or membership interest or series thereof of such Constituent Entities.

6.4 Agreement

Executed copies of this Agreement and Plan of Merger will be on file at the principal place of business of the Surviving Corporation at 2637 McCormick Dr., Clearwater, Florida 33759, and copies thereof will be furnished to any shareholder or member of the Constituent Companies, upon request and without cost.

6.5 Governing Law

This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by laws of the State of Florida.

6.6 Counterparts

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

6.7 Tax and Accounting Consequences

It is intended by the parties that the merger shall constitute a reorganization within the meaning of Section 368(a)(1)(A) and 368(a)(2)(E) of the Code.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Board of Directors of Surviving Corporation and the Board of Directors of Disappearing Corporation, is hereby executed on behalf of each of such two companies and attested by their respective officers thereunto duly authorized.

Bredel Corporation

By: 

Its: President

Attested to:




Its: Secretary

Bredel Leasing, Inc.

By: 

Its: President

Attested to:



Its: Secretary