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TALLAHASSEE, FLORIDA

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**MERGER OR SHARE EXCHANGE**

**WAA HOLDINGS, INC.**

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**ARTICLES OF MERGER  
OF  
PAIFA KAL, INC., A FLORIDA CORPORATION  
WITH AND INTO  
WAA HOLDINGS, INC., A DELAWARE CORPORATION**

The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with Section 607.1109 of the Florida Statutes.

**FIRST:** The name of the merging corporation is PAIFA KAL, Inc., (the "Merging Corporation"), a Florida corporation and wholly-owned subsidiary of the Surviving Corporation.

**SECOND:** The name of the surviving corporation is WAA Holdings, Inc., (the "Surviving Corporation"), a Delaware corporation.

**THIRD:** The Agreement and Plan of Merger, attached hereto as Exhibit A, was approved by the Merging Corporation in accordance with the applicable provisions of the Florida Statutes, and by the Surviving Corporation in accordance with the applicable provisions of the Delaware General Corporation Law.

**FOURTH:** The effective date of the merger is July 5, 2006.

**FIFTH:** The principal office address and the address which the Florida Department of State may use for purpose of Section 48.181 of the Florida Statutes of the Surviving Corporation is: 6989 Lee Vista Boulevard, Orlando, Florida, 32822.

**SIXTH:** The Surviving Corporation will pay any members with appraisal rights the amount to which such members are entitled pursuant to Sections 608.4351 – 608.4359S of the Florida Statutes.

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have caused this Certificate of Merger to be executed as of the 5<sup>th</sup> day of July, 2006.

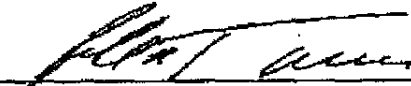
WAA HOLDINGS, INC.

By: 

Name: Robert N. Turner

Title: Vice President

PAIPA KAL, INC.

By: 

Name: Robert N. Turner

Title: Vice President

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Exhibit A

Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

BETWEEN

WAA HOLDINGS, INC.

AND

PAIFA KAL, INC.

JULY 5, 2006

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**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "*Agreement*") is made and entered into as of July 5, 2006, by and between WAA Holdings, Inc., a Delaware corporation (the "*Surviving Corporation*"), and PAIFA KAL, Inc., a Florida corporation and wholly-owned subsidiary of the Surviving Corporation ("*PKI*").

The Surviving Corporation and PKI agree as follows:

**ARTICLE I  
THE MERGER**

Section 1.1 Merger of PKI into the Surviving Corporation. PKI shall be merged (the "*Merger*") with and into the Surviving Corporation, upon the filing of a certificate of merger with the Secretary of State of Delaware pursuant to Section 252 of the Delaware General Corporation Law (the "*DGCL*") and articles of merger with the Secretary of State of Florida pursuant to Section 607.1109 of the Florida Statutes (the "*FS*") (the time of such filings is referred to herein as the "*Effective Time*"). At the Effective Time, the separate corporate existence of PKI shall cease and Surviving Corporation shall be the surviving corporation and the separate corporate existence of the Surviving Corporation, with all its purposes, objects, rights, privileges and powers, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of and with the effect provided in the DGCL and the FS.

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Section 1.2 Certificate of Incorporation. From the Effective Time and until further amended in accordance with the DGCL, the Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of the surviving corporation.

Section 1.3 By-laws. The By-laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the By-laws of the surviving corporation until duly amended in accordance with the law.

Section 1.4 Cancellation of PKI Common Stock. At the effective time, all shares of capital stock of PKI shall be cancelled.

## ARTICLE II CONDITIONS

Section 2.1 Conditions to Each Party's Obligations to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the approval by the sole stockholder of PKI of this Agreement.

## ARTICLE III AMENDMENT, WAIVER AND TERMINATION

Section 3.1 Amendment. This Agreement may be amended by PKI or the Surviving Corporation, by action taken by or on behalf of their respective Board of Directors, at any time before or after approval by their respective stockholders provided, however, that after approval by the sole stockholder of PKI no such modification shall *reduce the amount of, or* eliminate the opportunity of such stockholder to receive the form of, the consideration

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contemplated by this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of PKI and the Surviving Corporation.

Section 3.2 Waiver. Any term or provision of this Agreement may be waived in writing at any time by the party which is, or whose stockholders are, entitled to the benefits thereof.

Section 3.3 Termination. This Agreement may be terminated at any time prior to the Effective Time by mutual consent of PKI and the Surviving Corporation.

Section 3.4 Effect of Termination. In the event of termination of this Agreement, this Agreement shall forthwith become void and there shall be no liability on the part of either PKI or the Surviving Corporation or their respective officers or directors.

#### ARTICLE IV

##### MISCELLANEOUS

Section 4.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressed, set forth or referred to herein. This Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to such subject matter hereof.

Section 4.2 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party. Nothing in this



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AGREEMENT AND PLAN OF MERGER

BETWEEN

WAA HOLDINGS, INC.

AND

PAIFA KAL, INC.

JULY 5, 2006

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## AGREEMENT AND PLAN OF MERGER

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Section 4.2 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party. Nothing in this

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Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 4.3 Further Actions. Each of the parties hereto agrees that, subject to its legal obligations, it will use its best efforts to do all things reasonably necessary to effectuate the transactions contemplated hereby.

Section 4.4 Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 4.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

Section 4.6 Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws rules thereof.

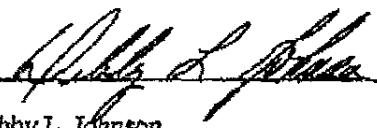
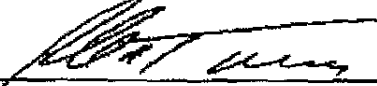
IN WITNESS WHEREOF, PKI and the Surviving Corporation have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

*[Remainder of Page Intentionally Left Blank]*

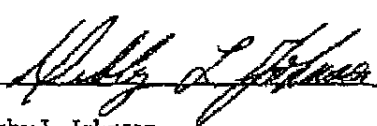

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WAA HOLDINGS, INC.

ATTEST  By:   
Name: Debby L. Johnson Name: Robert N. Turner  
Title: Executive Secretary Title: Vice President

PAIFA KAL, INC.

ATTEST  By:   
Name: Debby L. Johnson Name: Robert N. Turner  
Title: Executive Secretary Title: Vice President

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