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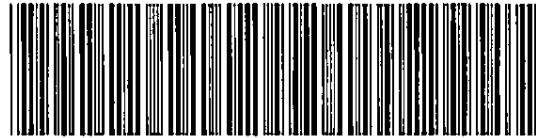
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EFFECTIVE DATE

Jan 1, 2018

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DEC 14 2017

ALBRITTON

Law Office Of
L. ANDREW SMITH, P.C.
106 E. Force Street
Valdosta, Georgia 31601

Telephone: (229) 247-1387

Facsimile: (229) 247-6725

December 11, 2017

Secretary of State
Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

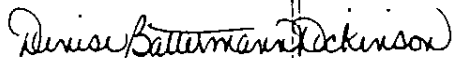
Re: Articles of Merger for Vanguard Aviation, Inc., Trafficopters, Inc., and Chris-Air Aviation, Inc. (with Vanguard Aviation, Inc. being the surviving corporation)

Dear Sir or Madam:

Enclosed you will please find your Cover Letter form, an original Articles of Merger for the above-referenced, a copy of the Plan and Agreement of Merger, a copy of the Articles of Incorporation for Chris-Air Aviation, Inc., along with our firm check in the amount of \$105.00 for filing fees.

If you have any questions or concerns regarding this matter, do not hesitate to give us a call. We appreciate all of your assistance in this matter.

Very truly yours,



Denise Battermann-Dickinson
Assistant to L. Andrew Smith

Enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: VANGUARD AVIATION, INC.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

L. ANDREW SMITH

Contact Person

L. ANDREW SMITH, P.C.

Firm/Company

106 E. FORCE ST.

Address

VALDOSTA GA 31601

City/State and Zip Code

LASMITH2@BELLSOUTH.NET

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

L. ANDREW SMITH

Name of Contact Person

At (229) 247-1387

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

EFFECTIVE DATE

ARTICLES OF MERGER

FILED
2017 DEC 13 PM 3:29
SECRET
FALL 2017

Comes now, **VANGUARD AVIATION, INC.**, and files this, its Articles of Merger:

I.

Pursuant to a Plan of Merger between VANGUARD AVIATION, INC., a Georgia Corporation, TRAFFICOPTERS, INC., an Indiana Corporation, and CHRIS-AIR AVIATION, INC., a Florida Corporation are being merged into VANGUARD AVIATION, INC., a Georgia Corporation. VANGUARD AVIATION, INC. will be the surviving corporation.

II.

The Articles of Incorporation of the VANGUARD AVIATION, INC. shall remain the same after the merger as before the merger.

III.

The executed Plan of Merger is on file at 505 Sheavette Road, Lowndes, Lake Park, GA, 31636, the principal place of business of the surviving corporation.

IV.

A copy of the Plan of Merger has been furnished to the Board of Directors of VANGUARD AVIATION, INC., TRAFFICOPTERS, INC., and CHRIS-AIR AVIATION, INC.. After reviewing the Plan of Merger, the Board of Directors of VANGUARD AVIATION, INC., TRAFFICOPTERS, INC. and CHRIS-AIR AVIATION, INC., approved the Plan of Merger by Consent Action, and recommended it to the shareholders and members. A copy of the Plan of Merger has been furnished to the shareholders of VANGUARD AVIATION, INC., TRAFFICOPTERS, INC., and CHRIS-AIR

AVIATION, INC., and the shareholders have approved the Plan of Merger by Consent Action. In the future, a copy of the Plan of Merger may be obtained from VANGUARD AVIATION, INC., the surviving corporation, on request and without cost, to any shareholder of VANGUARD AVIATION, INC., and any former shareholders of TRAFFICOPTERS, INC. and CHRIS-AIR AVIATION, INC., whose ownership will be converted into shares of VANGUARD AVIATION, INC. at the effective date of the Merger.

V.

Director approval, as required, has been obtained from a majority of all of the directors of VANGUARD AVIATION, INC., TRAFFICOPTERS, INC. and CHRIS-AIR AVIATION, INC..

VI.

The merger shall be effective as of January 1, 2018.

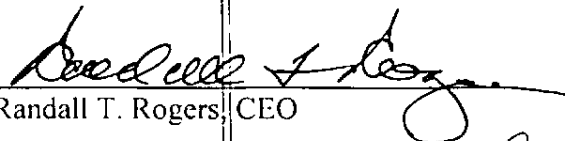
VII.

VANGUARD AVIATION, INC. caused a Notice of Merger to be filed in the Valdosta Daily Times in the form required by the Georgia Corporations Code.

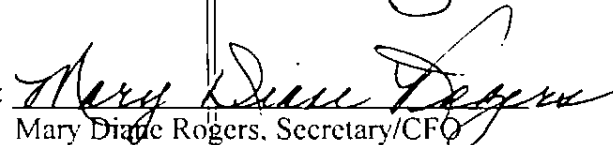
So certified this 11th day of DECEMBER, 2017.

VANGUARD AVIATION, INC.

By:


Randall T. Rogers, CEO

Attest:


Mary Diane Rogers, Secretary/CFO

**PLAN AND AGREEMENT OF MERGER
OF
VANGUARD AVIATION, INC., TRAFFICOPTERS, INC.
and
CHRIS-AIR AVIATION, INC.**

THIS PLAN AND AGREEMENT OF MERGER (hereinafter called the "Agreement", "Agreement of Merger" and/or the "Merger Agreement"), dated as of this 11TH day of DECEMBER, 2017, by and between VANGUARD AVIATION, INC., a Georgia corporation (hereinafter referred to as the "Surviving Corporation"), TRAFFICOPTERS, INC., an Indiana Corporation (hereinafter referred to as "Traffic"), and CHRIS-AIR AVIATION, INC., a Florida Corporation (hereinafter referred to as "Chris-Air"), said corporations being hereinafter collectively referred to as the "Members of the Merger Group" and Traffic and Chris-Air are hereinafter collectively referred to as "Merged Entities".

WITNESSETH:

WHEREAS, Surviving Corporation is a corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, TRAFFICOPTERS, INC. is an Indiana Corporation duly organized and existing under the laws of the state of Indiana; and

WHEREAS, CHRIS-AIR AVIATION, INC. is a Florida Corporation duly organized and existing under the laws of the state of Florida; and

WHEREAS, the Board of Directors of Surviving Corporation deems it advisable for the general welfare and advantage of Surviving Corporation and Merged Entities that Surviving Corporation and Merged Entities be merged into a single corporation pursuant to this Agreement, and Surviving Corporation and Merged Entities respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Georgia; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties hereby agree, in accordance with the applicable provisions of the Georgia Business Corporations Code (hereinafter referred to as the "Code") and Section 368(a)(1)(A) of the Internal Revenue Code (hereinafter referred to as the "IRC"), that Merged Entities will be merged into Surviving Corporation (hereinafter referred to as the "Merger"). After the Merger, Surviving Corporation will continue its corporate existence and be the corporation surviving the Merger (hereinafter referred to as the "Surviving Corporation"), all upon the terms and conditions of the terms of this Agreement of Merger found herein below (which terms and conditions are hereinafter referred to as the "Merger"):

ARTICLE I **SHAREHOLDER AND MEMBER APPROVAL OF MERGER**

1.1 SHAREHOLDER AND MEMBER APPROVAL.

Surviving Corporation Shareholder and Merged Entities Member Approval - Pursuant to O.C.G.A. § 14-2-1109, Surviving Corporation shareholder approval, and Merged Entities Shareholder approval are required for this Merger, because (1) the stock ownership in Merged Entities will be converted into shares of stock of Surviving Corporation, on the effective date of the merger, and (2) the number of Surviving Corporation shares outstanding immediately after the merger, and shares for membership ownership interest exchange, will not increase and will not exceed the total number and kind of shares of Surviving Corporation is authorized by Surviving Corporation's articles of incorporation immediately before the merger.

1.2 NOTIFICATION OF RIGHT TO DISSENT.

Both the shareholders of Surviving Corporation and the shareholders of Merged Entities were given due, proper, and legal notice of their right to dissent to the proposed merger, as well as a copy of the applicable Shareholder Dissent Rights. All of the shareholders of Surviving Corporation and Merged Entities agree with this merger and all have waived their right to dissent.

ARTICLE II
TIMING OF MERGER

2.1 TIMING OF MERGER.

In order to be effective, the Articles of Merger (or the Plan of Merger) must be filed with the Secretary of State of the State of Georgia. The Articles of Merger will be filed as soon as practicable after a majority of all of the directors of Surviving Corporation have approved the Merger and the directors and shareholders of Merged Entities have approved the Merger in proper legal form. The directors and shareholders of Surviving Corporation have agreed to approve the Merger by consent action in substantially the form as Exhibit "A" attached hereto. The directors and shareholders have agreed to approve the Merger by consent action in substantially the same form as Exhibit "B" attached hereto. The Articles of Merger, in substantially the form attached hereto as Exhibit "C" shall be signed, verified, and delivered to the Corporations Division of the Secretary of State of the State of Georgia for filing pursuant to the provisions of the Georgia Business Corporations Code and all notices required by law will be run as appropriate.

2.2 TIME FOR CONSUMMATION OF MERGER.

Consummation of this Agreement shall be effective as of the date on which the Articles of Merger are filed in the office of the Secretary of State of Georgia and the Great Seal of the State of Georgia is affixed thereto as specified as the effective date in the Articles of Merger. For purposes of this Agreement, the "effective date of the Merger" shall be the January 1, 2018, unless a later date is required due to filing and acceptance of the Articles of Merger.

ARTICLE III
AFFECT THE MERGER

3.1 SEPARATE EXISTENCE OF THE MEMBERS OF THE MERGER GROUP.

At the effective date of the Merger, the separate existence of Merged Entities shall cease and they shall be merged into the Surviving Corporation. At the effective date, Surviving Corporation's existence shall continue as the sole Surviving Corporation.

3.2 THE ARTICLES OF INCORPORATION.

The Articles of Incorporation of Surviving Corporation shall remain in full force and effect after the Merger and until the same shall be further amended or altered in accordance with the provisions of the By-Laws of the Surviving Corporation. A copy of the current Articles of Incorporation of Surviving Corporation is attached hereto as Exhibit "D". The Articles of Incorporation of the Merged Entities shall be cancelled upon the consummation of the Merger.

3.3 THE BY-LAWS.

The By-Laws of the Surviving Corporation shall remain in full force and effect after the Merger, until the same will be altered or amended in accordance with the provisions thereof. A copy of the current by-laws of Surviving Corporation, as amended to the date hereof, is attached hereto as Exhibit "E". The By-Laws of the Merged Entities shall be without force and/or effect after the consummation of the Merger.

3.4 DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION.

The Directors, who served on the Board of Directors of Surviving Corporation immediately preceding the date of the Merger shall as, of the effective date of the Merger, be all of the Directors of the Board of Directors of Surviving Corporation as the Surviving Corporation, until their respective successors are duly elected and qualified as specified in the Surviving Corporation By-Laws. Subject to the authority of the Board of Directors, as provided by law and the By-Laws of Surviving Corporation, the surviving corporation, the persons who served as the officers of Surviving Corporation immediately preceding the effective date of the Merger shall, as of the effective date, serve as the officers of Surviving Corporation, the surviving corporation in their same respective offices. The Directors and officers of the Merged Entities shall have no position in Surviving Corporation, except in so much as he or she was also an officer and director of Surviving Corporation, the surviving corporation prior to the Merger.

3.5 RIGHTS TO PROPERTIES.

At the effective date of the Merger, Surviving Corporation, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, and powers, both of a public and a private nature, and be subject to all the restrictions, disabilities and duties that each of the Merged Entities had prior to the Merger. All property, real, personal, and mixed, and all debts due to Merged Entities on whatever account belonging to each of said Merged Entities, shall on the effective date of the Merger, be vested in Surviving Corporation. All such property, rights, privileges, immunities, and powers, and all and every other interest shall thereafter be as effectually the property of Surviving Corporation as they were of the respective Members of the Merger Group, and the title to any real estate vested by deed or otherwise in a Merged Entity shall not revert or be in any way impaired by reason of the Merger. After the effective date of the Merger, Surviving Corporation shall file Certificates of Merger in each and every county where Merged Entities owned property.

3.6 LIABILITIES.

The assets and liabilities of Merged Entities, as of the effective date of the Merger, shall be placed upon the books of Surviving Corporation, the Surviving Corporation, at the same amounts at which they were carried at that date on the books of Merged Entities, except for such debt as was owed by any of the Merged Entities to Surviving Corporation, which will be extinguished and the shareholder equity and members' equity accounts adjusted accordingly. The amount of capital of Surviving Corporation, the Surviving Corporation, after the Merger, shall be equal to the sum of the aggregate amount of the shareholder equity accounts and member's equity accounts of all of both Surviving Corporation and Merged Entities prior to the Merger. The surplus of Surviving Corporation, the Surviving Corporation, after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purpose for which any surplus of Surviving Corporation might be used.

ARTICLE IV
CONVERSION OF MEMBERSHIP INTERESTS
INTO SHARES OF SURVIVING CORPORATION STOCK IN THE MERGER

4.1 CONVERSION AND REORGANIZATION CLASSIFICATION.

The Membership Interest in Merged Entities will be converted to shares of Surviving Corporation stock as a result of the Merger. The mode of carrying into effect the Merger provided in this Agreement is intended to qualify as a Type "A" reorganization, as such term is defined by IRC § 368(a)(1)(A), and accordingly no cash or other property will be paid to the shareholders of Merged Entities. The manner and basis for this Merger shall be the surrender of the shareholders of their shares in each Merged Entities to Surviving Corporation followed by the cancellation of all of the outstanding shares in each Merged Entities. The cancellation of all membership interests in Merged Entities shall occur on the effective date of the Merger.

4.2 SURVIVING CORPORATION'S COMMON STOCK AND CONVERSION RATE.

On the effective day of the Merger, Surviving Corporation's stock shall not be cancelled or converted. The conversion of stock of the Merged Entities will not cause the issuance of any new shares of the Surviving Corporation, because each of the shareholders of the Merged Entities own the exact percentage of stock in the Surviving Corporation.

4.3 SURRENDER OF STOCK CERTIFICATES.

No surrender will be required of any Surviving Corporation common stock currently outstanding. The Shareholders of Merged Entities shall be endorsing a cancellation of their shareholder interests in the Merged Entities effective as of the effective date of the Merger.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 ORGANIZATIONS, ETC.

- (a) Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. Surviving Corporation has the corporate power to carry on its business as it is now being conducted and is qualified

to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualifications.

- (b) Traffic is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Indiana. Chris-Air is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Surviving Corporation has the power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualifications.

5.2 CAPITALIZATION.

As of the record date, Surviving Corporation's capitalization consists of one hundred (100) shares of common stock with no (\$0.00) par value per share, of which one hundred (100) shares were outstanding prior to the merger. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one (1) vote. After the merger, Surviving Corporation's capitalization consists of one hundred (100) shares of common stock with no (\$00.00) par value per share, of which one hundred (100) shares will be outstanding.

5.3 LITIGATION AND PROCEEDINGS.

There is no suit, action or legal administrative proceeding pending, or to the knowledge of Surviving Corporation or Merged Entities threatened against any of them, which if adversely determined, might materially and adversely affect the financial condition of Surviving Corporation or either of the Merged Entities or the conduct of its businesses nor is there any decree, injunction or order of any court, governmental department or agency outstanding against Surviving Corporation or either of the Merged Entities having any such affect.

5.4 MATERIAL CONTRACTS.

Surviving Corporation, nor either of the Merged Entities, is in default in any material respect under the terms of any material outstanding contract, agreement, or other commitment to which Surviving Corporation or Merged Entities is a party.

5.5 NO CONFLICT WITH OTHER INSTRUMENTS.

At the effective date of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any material agreement or instrument to which Surviving Corporation or Merged Entities is a party to.

5.6 GOVERNMENTAL AUTHORIZATIONS.

Surviving Corporation and Merged Entities each has all licenses, permits and other governmental authorizations which are valid and sufficient for businesses presently carried on by Surviving Corporation and Merged Entities.

ARTICLE VI **CONDITIONS PRECEDENT AND TERMINATION**

6.1 CONDITIONS PRECEDENT TO THE MERGER.

The obligations of the parties hereto to effect the Merger shall be subject to the obtaining of any and all necessary permits, approvals and the issuance of a Certificate of Merger by the Secretary of State of the State of Georgia.

6.2 TERMINATION AND ABANDONMENT.

Nothing herein or elsewhere to the contrary withstanding, this Agreement may be terminated and abandoned at any date before the effective date of the Merger, whether before or after adoption or approval of this Plan and Agreement of the Merger by the Board of Directors of Surviving Corporation under anyone or more of the following circumstances:

- (a) By the consent of the Board of Directors of Surviving Corporation;

- (b) By any member of the Merger Group, if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and one or more of the Members of the Merger Group deems it not advisable to proceed with the Merger.

Upon any such termination and abandonment, no party to the Merger shall have any liability or obligation hereunder to the other.

ARTICLE VII **MISCELLANEOUS**

7.1 AMENDMENTS AND WAIVERS.

Any provision of this Plan may be amended prior to the time the Merger has become effective, but if shareholders of a corporation that is a party to the Merger are required or permitted to vote on the plan, subsequent to approval of the plan by such shareholders and members, the plan may not be amended to change in any respect, not expressly authorized by such shareholders and members in connection with the approval of the plan

7.2 INCORPORATION OF RECITALS.

The recitals contained hereinabove are an integral part of this Agreement.

7.3 INCORPORATION OF EXHIBITS.

All of the Exhibits referred to throughout the Agreement are incorporated into this Agreement as though fully set out in this Agreement at each and every place where they are referred to herein.

7.4 GOVERNING LAW.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Georgia.

7.5 INUREMENT.

The benefits and burdens of this Agreement shall inure to the benefit and be binding upon the parties and their respective successors and assigns, but no third parties are intended to be benefitted by this Merger or this Agreement.

7.6 INTERPRETATION.

As used herein, the masculine includes the feminine and neuter and the singular includes the plural. The headings of the Articles, Sections and Subsections hereof have been included solely for convenience and are not part of this Agreement or to be used in the interpretation hereof.

7.7 TIME IS OF THE ESSENCE.

The parties hereto agree that time shall be of the essence in connection with the completion of the transactions contemplated by this Agreement.

7.8 SURVIVAL OF COVENANTS AND WARRANTIES.

The Covenants and Warranties contained herein shall not be extinguished at the closing of this Agreement, nor will they be merged into any document executed at closing, but instead shall survive the closing and any warranties and/or covenants given in any documents at closing shall be cumulative with those found herein.

7.9 COUNTERPART EXECUTION.

This Agreement may be executed in counterparts and each such counterpart shall be deemed to be an original, but both such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of each of the Members of the Merger Group pursuant to the authority granted by the Board of Directors of each of the Members of the Merger Group on the day and year first above written.

- SIGNATURES ON FOLLOWING PAGE -

VANGUARD AVIATION, INC.

By: *Randall T. Rogers*
Randall T. Rogers, its CEO

Attest: *Mary Diane Rogers*
Mary Diane Rogers, Secretary/CFO

TRAFFICOPTERS, INC.

By: *Randall T. Rogers*
Randall T. Rogers, its President

Attest: *Mary Diane Rogers*
Mary Diane Rogers, Secretary

CHRIS-AIR AVIATION, INC.

By: *Randall T. Rogers*
Randall T. Rogers, its President

Attest: *Mary Diane Rogers*
Mary Diane Rogers, Vice President