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### MERGER OR SHARE EXCHANGE

Federal Airways & Airspace Florida, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$78.75

R. WHITE  
APR 29 2021

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**ARTICLES OF MERGER**  
**OF**  
**FEDERAL AIRWAYS & AIRSPACE, INCORPORATED,**  
an Illinois corporation **F00000003016**  
**WITH AND INTO**  
**FEDERAL AIRWAYS & AIRSPACE FLORIDA, INC.,**  
a Florida corporation **P21000037646**

Federal Airways & Airspace, Incorporated, an Illinois corporation ("FAA-Illinois") and Federal Airways & Airspace Florida, Inc., a Florida corporation ("FAA-Florida"), pursuant to the provisions of Section 607.1101, Florida Statutes, and the Illinois Business Corporation Act of 1983, hereby certify in connection with the merger of FAA-Illinois into FAA-Florida that:

1. The name and jurisdiction of the merging corporation is **FEDERAL AIRWAYS & AIRSPACE, INCORPORATED**, an Illinois corporation (Illinois File No. D 5368-157-3).
2. The name and jurisdiction of the surviving corporation is **FEDERAL AIRWAYS & AIRSPACE FLORIDA, INC.**, a Florida corporation (Florida Document No. P21000037646).
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A."
4. The Agreement and Plan of Merger was approved by all shareholders of Federal Airways & Airspace, Incorporated on April 28, 2021 in accordance with all applicable laws of the state of Illinois under which it was organized.
5. The Agreement and Plan of Merger was approved by all of the shareholders of Federal Airways & Airspace Florida, Inc. on April 28, 2021 in accordance with the applicable provisions of Chapter 607, Florida Statutes.
6. The merger shall become effective upon filing in the Office of the Florida Secretary of State.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Certificate of Merger, this 28 day of April, 2021.

**FEDERAL AIRWAYS & AIRSPACE,**  
**INCORPORATED**, an Illinois corporation

By: Linda Johnson Pittman  
Linda Johnson Pittman, President

**FEDERAL AIRWAYS & AIRSPACE FLORIDA, INC.**, a  
Florida corporation

By: Linda Johnson Pittman  
Linda Johnson Pittman, President

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## AGREEMENT AND PLAN OF MERGER

This Agreement dated this 28 day of April, 2021, by and between **FEDERAL AIRWAYS & AIRSPACE, INCORPORATED**, an Illinois corporation ("FAA-IL") and **FEDERAL AIRWAYS & AIRSPACE FLORIDA, INC.**, a Florida corporation ("FAA-FL").

### RECITALS:

A. The shareholders of FAA-IL and the shareholders of FAA-FL deem it advisable and in the best interests of both entities that FAA-IL be merged with and into FAA-FL with FAA-FL being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The shareholders of FAA-IL and the shareholders of FAA-FL have unanimously approved the merger of FAA-IL into FAA-FL in accordance with the provisions of applicable law of each state.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I MERGER

1.1 FAA-IL shall be merged with and into FAA-FL in accordance with the laws of the State of Florida. The separate corporate existence of FAA-IL shall thereby cease, and FAA-FL shall be the surviving company.

1.2 The surviving company shall be Federal Airways & Airspace Florida, Inc., a Florida corporation, having a business address of 1423 South Patrick Drive, Satellite Beach, FL 32937.

1.3 The effective date ("Effective Date") of the merger shall be the date of filing of the Articles of Merger with the Florida Department of State at which time the separate existence of FAA-IL shall cease.

1.4 FAA-FL, the surviving corporation, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the organizational documents of the merged entities. All of the rights, privileges, powers and franchises of FAA-IL, of a public as well as of a private nature, and all property, real, personal and mixed of FAA-IL, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in FAA-FL without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of FAA-IL shall thereafter be as effectually the property of FAA-FL as was the case for FAA-IL.

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1.5 From and after the Effective Date, FAA-FL shall be subject to the duties and liabilities of a corporation organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or FAA-FL may be proceeded against or substituted in place of FAA-FL. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of FAA-FL shall continue unaffected and unimpaired by the merger.

## **ARTICLE II TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the date the Articles of Merger are filed with the Florida Department of State.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging corporation, or the corporation into FAA-FL, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to FAA-FL title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

## **ARTICLE III ARTICLES OF INCORPORATION; BYLAWS**

The Articles of Incorporation and the Bylaws of FAA-FL, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Incorporation and the Bylaws of FAA-FL until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to either the Articles of Incorporation or to the Bylaws shall be effected by the merger.

## **ARTICLE IV MANNER OF CONVERTING INTERESTS**

Upon the Effective Date, each one (1) share of Voting and/or Non-Voting common stock of FAA-IL shall be converted into one (1) share of Voting and/or Non-Voting common stock of FAA-FL, respectively.

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**ARTICLE V  
MISCELLANEOUS**

**5.1** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

**5.2** In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

**5.3** This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

**5.4** This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by all shareholders of FAA-IL and by all shareholders of FAA-FL.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the date first stated above.

**FEDERAL AIRWAYS & AIRSPACE,  
INCORPORATED**, an Illinois corporation

By:   
Linda Johnson Pitman, President

**FEDERAL AIRWAYS & AIRSPACE FLORIDA, INC.**, a  
Florida corporation

By:   
Linda Johnson Pitman, President