

AUG. 28. 2007 9:23AM

C S C

P31778

NO. 2

P. 1/8

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H07000215549 3)))

8/31/07



H070002155493ABCD

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To: Division of Corporations  
Fax Number : (850) 205-0380

From: Account Name : CORPORATION SERVICE COMPANY  
Account Number : I20000000195  
Phone : (850) 521-1000  
Fax Number : (850) 558-1375

2007 AUG 28 PM 2:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FILED

**MERGER OR SHARE EXCHANGE**

**SIGNATURE FLIGHT SUPPORT CORPORATION**

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 1       |
| Page Count            | 08      |
| Estimated Charge      | \$78.75 |

ASR  
8/28/07

8/28/07

831107

NO. 248  
218  
**FILED**  
2007 AUG 28 PM 2:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
KELLEY RENT-A-CAR SYSTEM, INC.  
WITH AND INTO  
SIGNATURE FLIGHT SUPPORT CORPORATION**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1105 and 607.1107:

**FIRST:** The name and jurisdiction of formation of the surviving corporation is:

| <u>Name</u>                          | <u>Jurisdiction</u> | <u>FL Document Number</u> |
|--------------------------------------|---------------------|---------------------------|
| Signature Flight Support Corporation | Delaware            | P31778                    |

**SECOND:** The name and jurisdiction of formation of the merging corporation is:

| <u>Name</u>                    | <u>Jurisdiction</u> | <u>FL Document Number</u> |
|--------------------------------|---------------------|---------------------------|
| Kelley Rent-A-Car System, Inc. | Florida             | 421770                    |

**THIRD:** The Agreement and Plan of Merger is attached hereto as Exhibit A.

**FOURTH:** The merger shall become effective at 11:59 p.m. on August 31, 2007, Eastern Standard Time.

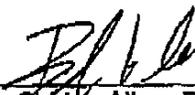
**FIFTH:** The Agreement and Plan of Merger was adopted by the sole shareholder of the surviving corporation effective as of August 21, 2007.

**SIXTH:** The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation effective as of August 21, 2007.

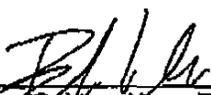
*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

DATED as of August 21, 2007.

KELLEY RENT-A-CAR SYSTEM, INC.,  
a Florida corporation

By:   
Bruce S. Van Allen, President

SIGNATURE FLIGHT SUPPORT  
CORPORATION, a Delaware  
corporation

By:   
Bruce S. Van Allen, President

**Exhibit "A"****AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated August 21, 2007, is by and between **KELLEY RENT-A-CAR SYSTEM, INC.**, a Florida corporation (the "Merging Corporation"), **SIGNATURE FLIGHT SUPPORT CORPORATION**, a Delaware corporation (the "Surviving Corporation"), and **BBA AVIATION SHARED SERVICES, INC.**, a Delaware corporation, the Surviving Corporation's parent (the "Parent").

The Merging Corporation, as of the date hereof, has authority to issue 100 shares of Common Stock, \$5.00 par value per share. As of the date hereof, 10 shares of the Merging Corporation's Common Stock are issued and outstanding, all of which are owned by BBA U.S. Holdings, Inc., a Delaware corporation (the "Merging Shareholder").

The Surviving Corporation, as of the date hereof, has authority to issue 10,000 shares of Common Stock, no par value per share. As of the date hereof, 10,000 shares of the Surviving Corporation's Common Stock are issued and outstanding, all of which are owned by the Parent.

The Merging Corporation and the Surviving Corporation desire that the Merging Corporation merge with and into the Surviving Corporation and that the Surviving Corporation shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware and the laws of the State of Florida.

The respective Boards of Directors of the Merging Corporation and the Surviving Corporation approved this Agreement and directed that it be submitted to a vote of the shareholders of such entities. The Merging Shareholder, as the 100% shareholder of the Merging Corporation, approved the Merger. The Parent, as the 100% shareholder of the Surviving Corporation, approved the Merger. No shareholder of the Merging Corporation exercised his, her or its dissenter's rights under the laws of the State of Delaware or the laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

**ARTICLE I****Merger**

1.1. **Merger.** Subject to the terms and conditions of this Agreement, the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger") in accordance with the General Corporation Law of the State of Delaware and the Florida Business Corporation Act. The separate existence of the Merging

Corporation shall cease and the Surviving Corporation shall be the surviving corporation and continue its corporate existence under the laws of the State of Delaware.

1.2. Effect of the Merger. At the Effective Time of the Merger (as hereinafter defined), the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Merging Corporation and the Surviving Corporation; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging to or due to each of the Merging Corporation and the Surviving Corporation shall vest in the Surviving Corporation without any further act or deed; the title to any real estate or any interest therein vested in the Merging Corporation shall not revert nor in any way become impaired by reason of the Merger; the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Merging Corporation and the Surviving Corporation; a claim of or against or a pending proceeding by or against the Merging Corporation or the Surviving Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Merging Corporation; and neither the rights of creditors nor any liens upon the property of the Merging Corporation or the Surviving Corporation shall be impaired by the Merger.

1.3. Effective Time of the Merger. The Merger shall become effective as of 11:59 p.m., August 31, 2007, Eastern Standard Time (the "Effective Time").

## ARTICLE 2

### Name, Certificate of Incorporation, Bylaws, Directors and Officers of the Surviving Corporation

2.1. Name and Domicile of Surviving Corporation. The name of the Surviving Corporation is Signature Flight Support Corporation. The Surviving Corporation is duly organized, validly existing and in good standing under the General Corporation Law of the State of Delaware.

2.2. Certificate of Incorporation. The Certificate of Incorporation of the Surviving Corporation, as in effect at the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the General Corporation Law of the State of Delaware.

2.3. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the General Corporation Law of the State of Delaware.

2.4. Directors and Officers. The directors and officers of the Surviving Corporation at the Effective Time shall remain as the directors and officers of the

Surviving Corporation from and after the Effective Time and shall hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and until their successors are duly elected and qualified.

### **ARTICLE 3**

#### **Merging Corporation's and Surviving Corporation's Stock**

3.1. Cancellation of Merging Corporation's Stock. At the Effective Time, each share of the Merging Corporation's issued and outstanding shares of capital stock issued to the Merging Shareholder shall be cancelled.

3.2. Effect on Surviving Corporation's Stock. At the Effective Time, each share of the Surviving Corporation's issued and outstanding shares of capital stock issued to the Parent shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Surviving Corporation's issued and outstanding capital stock.

### **ARTICLE 4**

#### **Shareholder and Director Approval; Consents**

4.1. Merging Corporation: Shareholder and Director Approval. This Agreement and the Merger were duly adopted and approved effective as of August 21, 2007 by both the Merging Corporation's Board of Directors, and the Merging Shareholder, its sole shareholder, in accordance with the applicable provisions of the Delaware General Corporation Law, the Florida Business Corporation Act and in accordance with their constituent documents.

4.2. Surviving Corporation: Shareholder and Director Approval. This Agreement and the Merger were duly adopted and approved effective as of August 21, 2007 by the Surviving Corporation's Board of Directors and the Parent in accordance with the applicable provisions of the General Corporation Law of the State of Delaware, the Florida Business Corporation Act and in accordance with their constituent documents.

4.3. Consents. Any and all consents, permits, authorizations, approvals and orders deemed, in the discretion of the Merging Corporation and the Surviving Corporation, to be material to the consummation of the Merger shall be obtained prior to the Effective Time.

**ARTICLE 5****General**

5.1. **Termination and Abandonment.** This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time, whether before or after the adoption and approval of this Agreement by the Parent or the Merging Shareholder, by action of the Board of Directors of either the Merging Corporation or the Surviving Corporation, if the Board of Directors of any such corporation determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of the Merging Corporation or the Surviving Corporation, as applicable. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either the Merging Corporation or the Surviving Corporation or their respective Boards of Directors or shareholders.

5.2. **Amendment.** This Agreement may be amended at any time prior to the Effective Time with the mutual consent of the Boards of Directors of the Merging Corporation and the Surviving Corporation; provided, however, that this Agreement may not be amended in any manner which, in the judgment of the Board of Directors of the Merging Corporation or the Surviving Corporation, would have a material adverse effect on the rights of their shareholders or in any manner not permitted under applicable law.

5.3. **Deferral.** Consummation of the transactions herein provided for may be deferred by the Board of Directors of the Merging Corporation or the Surviving Corporation for a reasonable period of time if such Board of Directors determines that such deferral would be, for any reason, in the best interests of the Merging Corporation and the Surviving Corporation.

5.4. **Headings.** The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, as of the day and year first above written.

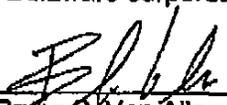
**KELLEY RENT-A-CAR SYSTEM, INC.,**  
a Florida corporation

By:   
Bruce S. Van Allen, President

**SIGNATURE FLIGHT SUPPORT CORPORATION,** a Delaware corporation

By:   
Bruce S. Van Allen, President

**BBA AVIATION SHARED SERVICES, INC.,** a Delaware corporation

By:   
Bruce S. Van Allen, President