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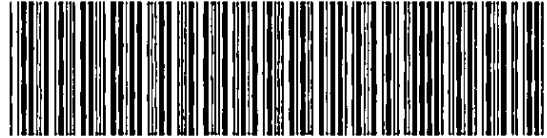
(Business Entity Name)

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Merger

2019 OCT -9 AM 9:45
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Orlando Sanford International, 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:

Stephanie Griffin

Contact Person

Orlando Sanford International, Inc.

Firm/Company

2001 Red Cleveland Blvd, Suite 2215

Address

Sanford, FL 32773

City/State and Zip Code

Stephanie.griffin@aww.aero

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

For further information concerning this matter, please call:

Stephanie Griffin

At (407) 585-4558

Name of Contact Person

Area Code & Daytime Telephone Number

alt. Mary Fisher

407 - 585 - 4517

☐ 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

ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes (the "Act"), relating to the merger of Orlando Sanford Domestic, Inc., a Delaware corporation, with and into Orlando Sanford International, Inc., a Florida corporation (such merger, the "Merger").

FIRST: The name and jurisdiction of the surviving corporation (the "Surviving Corporation") are as follows:

Name: Orlando Sanford International, Inc.
Jurisdiction: Florida
Document Number: P94000074653

SECOND: The name and jurisdiction of the merging corporation (the "Merging Entity") are as follows:

Name: Orlando Sanford Domestic, Inc.
Jurisdiction: Delaware
Document Number: 3129984 ~~F03000002531~~

THIRD: The Agreement and Plan of Merger, entered into as of October 8, 2019, by and between the Surviving Corporation and the Merging Entity (the "Agreement of Merger") is attached.

FOURTH: The Merger shall become effective on October 10, 2019, which is the date these Articles of Merger are filed with the Florida Department of State Division of Corporations.

FIFTH: The Agreement of Merger was adopted by the shareholders of the Surviving Corporation on October 8, 2019.

SIXTH: The Plan of Merger was adopted by the shareholders of the Merging Entity on October 8, 2019.

SEVENTH: The organizational documents of the Merging Entity, and Delaware General Corporation Law, under which the Merging Entity is incorporated, permit the Merger.

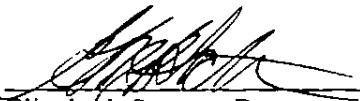
EIGHTH: The organizational documents of the Surviving Corporation, and the Act, under which the Surviving Corporation is incorporated, permit the Merger.

NINTH: The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Merger, shall be the Articles of Incorporation of the Surviving Corporation.

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CLERK OF THE
COURT

WHEREAS, the undersigned have caused these Articles of Merger to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated above are true and correct.

ORLANDO SANFORD DOMESTIC, INC.

By: 
Name: Elizabeth Scotton Brown
Title: Acting President

ORLANDO SANFORD
INTERNATIONAL, INC.


By: 
Name: Elizabeth Scotton Brown
Title: Acting President

Exhibit A

Agreement of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into on the 8th day of October, 2019, by and between **ORLANDO SANFORD INTERNATIONAL, INC.**, a Florida corporation (the "Acquiring Corporation") and **ORLANDO SANFORD DOMESTIC, INC.**, a Delaware corporation (the "Merging Corporation").

WHEREAS, the Merging Corporation, as of the date hereof, has authority to issue 1,000 shares of Common Stock, \$1.00 par value per share. As of the date hereof, 1,000 shares of the Merging Corporation's Common Stock are issued and outstanding, all of which are owned by TBI Orlando Sanford Airport, LLC, a Delaware limited liability company (the "Parent"); and

WHEREAS, the Acquiring Corporation, as of the date hereof, has authority to issue (i) 5,000,000 shares of Common Stock, \$0.001 par value per share each, and (ii) 500,000 shares of Preferred Stock, \$0.01 par value per share. As of the date hereof (i) 100,001 shares of the Acquiring Corporation's Common Stock are issued and outstanding, all of which are owned by the Parent, and (ii) 90,000 shares of the Acquiring Corporation's Preferred Stock are issued and outstanding, all of which are owned by the Parent; and

WHEREAS, the Board of Directors of each of the Merging Corporation and the Acquiring Corporation desire that the Merging Corporation merge with and into the Acquiring Corporation and that the Acquiring Corporation shall continue as the surviving corporation (the "Surviving Corporation" as context requires) 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; and

WHEREAS, the Board of Directors of each of the Merging Corporation and the Acquiring Corporation have approved this Agreement and directed that it be submitted to a vote of the shareholders of such entities. The Parent, which is the 100% shareholder of the Merging Corporation and the Acquiring Corporation, has also 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 Merging Corporation and the Acquiring Corporation hereto agree 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 Acquiring 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 Acquiring Corporation shall be the Surviving Corporation and continue its corporate existence under the laws of the State of Florida. The Parties intend that the Merger qualify as a tax-free

reorganization within the meaning of Section 368(a)(1)(D) of the U.S. Internal Revenue Code of 1986, as amended, for U.S. federal income tax purposes, and that the Merger Agreement (and the transactions contemplated thereby) constitute a plan of reorganization under the meaning of Treasury Regulations Section 1.368-2(g).

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 Acquiring 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 Acquiring 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 Acquiring Corporation; a claim of or against or a pending proceeding by or against the Merging Corporation or the Acquiring 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 Acquiring Corporation shall be impaired by the Merger.

1.3. Effective Time of the Merger. The Merger shall become effective as of 12:00 a.m., October 10, 2019, Eastern Standard Time (the "Effective Time").

ARTICLE 2

Name, Articles of Incorporation, Bylaws, Directors and Officers of the Acquiring Corporation

2.1. Name and Domicile of Acquiring Corporation. The name of the Acquiring Corporation is Orlando Sanford International, Inc. The Acquiring Corporation is duly organized, validly existing and in good standing under the laws of the State of Florida. The name of the Surviving Corporation shall be Orlando Sanford International, Inc.

2.2. Articles of Incorporation. The Articles of Incorporation of the Acquiring Corporation, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the Florida Business Corporation Act of the State of Florida.

2.3. Bylaws. The Bylaws of the Acquiring Corporation shall be the Bylaws of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by the Florida Business Corporation Act of the State of Florida.

2.4. Directors and Officers. The directors and officers of the Acquiring 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 Articles of Incorporation and Bylaws of the Surviving Corporation and until their successors are duly elected and qualified.

ARTICLE 3

Merging Corporation's and Acquiring Corporation's Stock

3.1. Cancellation of Merging Corporation's Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiring Corporation or the Merging Corporation, or the holders of the shares of the Merging Corporation, each share of common stock of the Merging Corporation, par value \$1.00 per share (the "Merging Corporation Common Stock") shall be automatically canceled and retired and shall cease to exist, and in exchange therefor, and in accordance with Section 3.3, the Parent shall be entitled to receive one thousand shares (1,000) of Common Stock of the Surviving Corporation (the "Surviving Corporation Common Stock") for each share of Merging Corporation Common Stock that was canceled.

3.2. Effect on Acquiring Corporation's Stock. At the Effective Time, each share of the Acquiring Corporation's issued, and outstanding, shares of capital stock issued to the Parent shall remain issued and outstanding and shall be unaffected by the Merger. Such shares of capital stock, together with the additional shares of common stock the Parent received in exchange for its surrender of the Merging Corporation Common Stock, shall constitute all of the Acquiring Corporation's issued and outstanding common stock.

3.3. Stock Certificates. Upon surrender by the Parent, as stockholder of the Merging Corporation, of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Merging Corporation Common Stock to Acquiring Corporation for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiring Corporation shall require, the Parent shall be entitled to receive in exchange therefor one or more shares of Surviving Corporation Common Stock, representing, in the aggregate, the whole number of shares of Merging Corporation Common Stock that Parent has surrendered pursuant to this Article 3. Each Certificate surrendered pursuant to the immediately preceding sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock pursuant to Article 3, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock shall be delivered to Parent.

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 October 8, 2019 by both the Merging Corporation's Board of Directors, and the Parent, its sole shareholder, in accordance with the applicable provisions of the Delaware General Corporation Law, Delaware Limited Liability

Company Law, and the Florida Business Corporation Act and in accordance with their constituent documents.

4.2. Acquiring Corporation: Shareholder and Director Approval. This Agreement and the Merger were duly adopted and approved effective as of October 8, 2019 by the Acquiring Corporation's Board of Directors and the Parent, its sole shareholder, in accordance with the applicable provisions of the Delaware General Corporation Law, the Delaware Limited Liability Company Law and 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 Acquiring Corporation, to be material to the consummation of the Merger shall be obtained prior to the Effective Time.

ARTICLE 5

Service of Process Upon Surviving Corporation

The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Laws, and irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 2001 Red Cleveland Blvd., Ste. 2215, Sanford, Florida 32773.

ARTICLE 6

General

6.1. 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 action of the Board of Directors of either the Merging Corporation or the Acquiring 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 Acquiring 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 Acquiring Corporation or their respective Boards of Directors or shareholders.

6.2. 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 Acquiring 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

Acquiring Corporation, would have a material adverse effect on the rights of their shareholders or in any manner not permitted under applicable law.

6.3. Deferral. Consummation of the transactions herein provided for may be deferred by the Board of Directors of the Merging Corporation or the Acquiring 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 Acquiring Corporation.

6.4. 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.

6.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

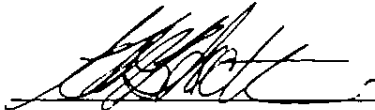
6.6. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances or any other things are necessary or desirable to vest in the Surviving Corporation, in accordance with the terms of this Agreement, the title of any property or rights of the Merging Corporation, or otherwise to carry out this Agreement or the Merger, the last acting officers and sole shareholder of the Merging Corporation or the corresponding officers and directors of the Surviving Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out this Agreement or the Merger.

6.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A facsimile or other electronic transmission of an executed counterpart may be relied upon as fully as an executed original.

[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.


**ORLANDO SANFORD
INTERNATIONAL, INC.,** a Florida
corporation

By: 

Name: Elizabeth Brown Scotton

Title: Acting President

ORLAND SANFORD DOMESTIC, INC.,
a Delaware corporation

By: 

Name: Elizabeth Brown Scotton

Title: Acting President