

P 95000001315

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August 25, 1998

Department of State  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

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-08/26/98-01057-003  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

RE: Filing of Articles of Merger for  
AEC Engineering Services, Inc., a Florida corporation,  
with AVP Logistics, Inc.,  
a Georgia corporation  
Our File No. GROSS.07

Dear Sir or Madam:

Enclosed please find the following documents with regard to the above-referenced matter:

- (1) One original and one copy of the Articles of Merger, with the Plan of Merger attached as Exhibit A; and
- (2) A check in the amount of \$70.00.

If you should have any questions regarding this filing or regarding the enclosed documents, please contact the undersigned at the telephone number shown above.

Very truly yours,



Eric S. Chofnas

ESC/drd

Enclosures (3)

cc: Ms. Roxanne Gross

FILED  
98 AUG 26 PM 4: 21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Meizer  
8-31-98  
CC

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

AEC ENGINEERING SERVICES, a Florida corporation, P95000001315

INTO

**AVP LOGISTIVS, INC., a Georgia corporation, not qualified,** corporation not  
qualified in Florida.

File date: August 26, 1998

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER OF  
AEC ENGINEERING SERVICES, INC.,  
a Florida corporation  
AND  
AVP LOGISTICS, INC.,  
a Georgia corporation

FILED  
98 AUG 26 PM 4: 21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I

The Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by reference was duly approved by the Board of Directors of AEC ENGINEERING SERVICES, INC. ("AEC"), a Florida corporation, and the Board of Directors of AVP LOGISTICS, INC. ("AVP"), a Georgia corporation.

II

The name of the surviving corporation is "AVP Logistics, Inc.," a Georgia corporation.

III

The Agreement and Plan of Merger was duly approved by the shareholders of AEC and AVP on August 17, 1998, and it is attached hereto as Exhibit A.

IV

Pursuant to the Agreement and Plan of Merger, the merger of AEC and AVP shall be effective as of the date on which a Certificate of Merger is filed by AVP with the Secretary of State of Georgia.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed by their duly authorized officers, and their respective corporate seals affixed hereto, on the 17<sup>th</sup> day of August, 1998.

AEC Engineering Services, Inc.

By: Roxanne Gross, Pres.  
Roxanne Gross, President

[CORPORATE SEAL]

Attest:

By: Roxanne Gross, Secretary  
Roxanne Gross, Secretary

AVP Logistics, Inc.

By: Roxanne Gross, Pres.  
Roxanne Gross, President

[CORPORATE SEAL]

Attest:

By: Roxanne Gross, Secretary  
Roxanne Gross, Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER  
OF AEC ENGINEERING SERVICES, INC. WITH AND INTO  
AVP LOGISTICS, INC.

THIS AGREEMENT AND PLAN OF MERGER, made and entered into this 17<sup>th</sup> day of August, 1998, by and between AEC ENGINEERING SERVICES, INC., a Florida corporation ("AEC"); and AVP LOGISTICS, INC., a Georgia corporation ("AVP") (AEC and AVP are hereinafter sometimes collectively referred to as the "Constituent Corporations");

W I T N E S S E T H:

WHEREAS, AEC is a corporation organized under the laws of the State of Florida with its principal office therein located at 230 Coastline Road, Suite 140, Sanford, Florida 32771; and

WHEREAS, AEC has authorized capital stock consisting of one thousand (1,000) shares of common stock, One Dollar (\$1.00) par value, ("AEC Common Stock"); and

WHEREAS, AVP is a corporation organized under the laws of the State of Georgia with its principal office therein located at 10945 State Bridge Road, Suite 401-283, Alpharetta, Georgia 30022, County of Fulton; and

WHEREAS, AVP has authorized capital stock consisting of ten thousand (10,000) shares of common stock, no par value ("AVP Common Stock"), of which one hundred (100) shares are issued and outstanding; and

WHEREAS, the laws of the State of Georgia and the State of Florida permit a merger of the Constituent Corporations; and

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and in the best interest of each of the Constituent Corporations and their

respective shareholders that AEC be merged with and into AVP on the terms and conditions hereinafter set forth, and by resolutions duly adopted have approved the terms and conditions of this Agreement, and directed that the proposed merger be submitted to the shareholders of AEC and AVP for shareholder approval, with the recommendation of the Board of Directors that the shareholders adopt and approve the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code (the "Code"), that AEC shall be and hereby is, as of the "Effective Date" (as hereinafter defined), merged with and into AVP (AVP subsequent to such merger being hereinafter sometimes referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "AVP Logistics, Inc.," and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, and the manner of converting shares are and shall be as follows:

#### ARTICLE I

#### MERGER

1.1 On the Effective Date, AEC shall be merged with and into AVP, and AVP shall continue in existence and the merger shall in

all respects have the effect provided for in § 14-2-1106 of the Code.

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of AEC shall cease, and, in accordance with the terms of this Agreement: (a) the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; (b) the Surviving Corporation shall have and be subject to all liabilities of each of the Constituent Corporations; and (c) any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur, or the Surviving Corporation may be substituted in the place of such Constituent Corporation as a party to such proceeding.

1.3 Both prior and subsequent to the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments, transfers, conveyances or any other actions are necessary, appropriate or desirable in order to vest in said corporation, according to the terms hereof, full title to any property or rights of AEC, then in such event the last acting officers of AEC, or the corresponding officers of the Surviving Corporation, shall execute and deliver all such assignments, bills of sale, deeds and other documents, and shall take all such other actions, as are necessary, appropriate or desirable in order to

vest title in such property or rights in the Surviving Corporation, or to otherwise to carry out the purposes of this Agreement.

## ARTICLE II

### TERMS OF TRANSACTION

#### 2.1 Upon the Effective Date:

(a) Each share of AEC Common Stock issued and outstanding immediately prior to the Effective Date (other than shares held by AEC and other than "Dissenting Shares," as defined in Section 2.3 hereof) shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into one (1) share of AVP Common Stock, subject to the provisions of Section 2.2 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from the authorized but unissued shares of the Surviving Corporation.

(b) Each share of AEC Common Stock held in the treasury of AEC immediately prior to the Effective Date of the merger, if any, shall by virtue of the merger and without any action by any party, be cancelled and retired and cease to exist without any conversion thereof.

(c) Each share of AVP Common Stock outstanding and owned of record by its shareholders immediately prior to the Effective Date shall continue to represent one (1) issued and outstanding share of Common Stock of the Surviving Corporation.

2.2 After the Effective Date, each holder of an outstanding certificate or certificates that immediately prior thereto represented shares of AEC Common Stock (other than holders of



Dissenting Shares) shall, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of AVP Common Stock of the Surviving Corporation into which the aggregate number of shares of AEC Common Stock, as appropriate, previously represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

2.3 Notwithstanding any provision of this Agreement to the contrary, shares of AEC that are issued and outstanding immediately prior to the Effective Date and that are held by shareholders who have timely filed with AEC a written objection to the merger ("Dissenting Shares") shall not be converted into or represent a right to receive one (1) share of AVP Common Stock pursuant to Section 2.1 hereof, but the holder thereof shall be entitled only to such rights as are granted by the applicable provisions of Florida law to shareholders exercising dissenting rights with respect to a merger. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing provisions shall receive payment therefor from AVP as the Surviving Corporation in accordance with the applicable provisions of Florida law. If such shareholder shall have failed to perfect, or shall have effectively withdrawn or lost, the right to appraisal and payment for such shares under the foregoing provisions, then in such event each share of AEC Common Stock held by such shareholder shall be converted into and represent the right to receive one (1)

share of AVP Common Stock pursuant to Section 2.1 hereof, upon the surrender to AVP of the certificate representing such shares.

### ARTICLE III

#### DIRECTORS AND OFFICERS

The individuals who are directors and officers of AVP immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

### ARTICLE IV

#### ARTICLES OF INCORPORATION AND BYLAWS

4.1 From and after the Effective Date, the Articles of Incorporation of AVP, as in effect on such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same may be altered, amended or repealed as provided therein or by applicable law.

4.2 From and after the Effective Date, the bylaws of AVP, in effect on such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as provided therein or by applicable law.

### ARTICLE V

#### SHAREHOLDER APPROVAL, EFFECTIVENESS OF MERGER

This Agreement shall be submitted for approval to the shareholders of AEC and AVP as provided by the Code and comparable provisions of Florida law. If this Agreement is duly authorized

and adopted by the requisite vote or written consent of such shareholders, and is not thereafter terminated and abandoned pursuant to the provisions of Article VI hereof, this Agreement shall be executed, and Articles or a Certificate of Merger (as appropriate) incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the States of Georgia and Florida as soon as practicable after the last requisite approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers and documents that shall be or become necessary, proper, or convenient to carry out and effectuate any of the provisions of this Agreement or of the merger, as herein provided. The merger shall become effective on the date on which a Certificate of Merger incorporating this Agreement is filed with the Secretary of State of Georgia (the domicile of the Surviving Corporation), said date being herein referred to as the "Effective Date".

#### ARTICLE VI

#### TERMINATION

At any time prior to the filing of a Certificate of Merger with the Secretary of State of Georgia, the Board of Directors of AEC or AVP may terminate and abandon this Agreement, notwithstanding any favorable action on the merger by the shareholders of either such corporation, or any earlier approval by the Boards of Directors of such corporations. Without limiting the

foregoing, the Board of Directors of AEC or AVP may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent (50%) by voting interest of the holders of shares of AEC or more than fifty percent (50%) by voting interest of the holders of shares of AVP exercise their dissenters' rights in connection with the merger.

ARTICLE VII

MISCELLANEOUS

7.1 This Agreement may be executed in two (2) or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2 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 Georgia.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date first set forth above.

AEC Engineering Services, Inc.

By: Roxanne Gross, Pres.  
Roxanne Gross, President

[CORPORATE SEAL]

Attest:

By: Roxanne Gross, Secretary  
Roxanne Gross, Secretary

AVP Logistics, Inc.

By: Roxanne Gross, Pres.  
Roxanne Gross, President

[CORPORATE SEAL]

Attest:

By: Roxanne Gross, Secretary  
Roxanne Gross, Secretary