

P95000024668

LAW OFFICE

ELAINE M. GATSOS

SUITE 412

1100 WEST PALMETTO PARK ROAD

BOCA RATON, FLORIDA 33486

(City, State, Zip)

(Phone #)

500001440495

-03/27/95--01063--019

\*\*\*\*245.00 \*\*\*\*122:50

OFFICE USE ONLY

FILED

95 MAR 27 PM 12:01

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. ATG 45864, Inc.

(Corporation Name)

(Document #)

2.

(Corporation Name)

(Document #)

3.

(Corporation Name)

(Document #)

4.

(Corporation Name)

(Document #)

☐

Walk in

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Pick up time

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Certified Copy

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☐

Will wait

☐

Photocopy

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Certificate of Status

NEW FILINGS

<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS

<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

MAR 28 1995

BSb

OTHER FILINGS

<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/  
QUALIFICATION

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

ARTICLES OF INCORPORATION

OF

ATG 45864, INC.

FILED

95 MAR 27 PM 12:01

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned subscribed to these Articles of Incorporation to form a corporation for profit under the laws of the State of Florida.

ARTICLE I

The name of the corporation shall be:

ATG 45864, INC.

and its initial post office address and its principal office for the conduct of business is:

1377 Clint Moore Road  
Boca Raton, Florida 33486

ARTICLE II

The general nature of the business to be transacted by this corporation is:

(a) Generally to make and perform contracts of any kind and description, and for the purpose of attaining any of the objectives of the corporation, to do and perform any other act or thing, and to exercise any and all powers which a co-partnership or natural person could do or exercise, and which now are or hereafter may be authorized by law, and generally to do and perform any and all things necessary or incident to the performing and carrying out of the powers hereinabove specifically delegated or implied.

(b) The foregoing paragraphs shall be construed as enumerating the purposes, objects and powers of this corporation, and no recitation, expression or declaration of specific powers or purposes herein enumerated shall be deemed to be exclusive, but it is hereby expressly declared that all other lawful powers not

Inconsistent herewith are hereby included, including the general powers set forth in Florida Statutes Annotated, Sections 607.011, 607.014 and 607.017.

### ARTICLE III

The maximum number of shares of stock of this corporation which it is authorized to have outstanding at any one time is 500 shares of common stock at \$1.00 per value. Said stock shall be non-assessable and shall be payable in lawful money of the United States or in property, labor, or in services at a just valuation to be fixed by the stockholders at a meeting duly convened and held.

### ARTICLE IV

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his pro rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

### ARTICLE V

The term for which this corporation shall exist shall be for perpetual and the business of the corporation shall be conducted, carried on and managed by the officers of this corporation and a Board of Directors composed of one or more members, which number may be altered from time to time by the By-Laws of this corporation within the limitations prescribed by law.

The officers of this corporation shall be a President, Vice President, Secretary and Treasurer, and any other officer as the Board of Directors may deem expedient.

#### ARTICLE VI

This corporation shall have three (3) directors initially. The number of directors may be either increased or diminished from time to time by the By-Law but shall never be less than two. The name(s) and address(es) of the initial director(s) of this corporation are:

Louis S. Beck, 1377 Clint Moore Road, Boca Raton, FL  
Lawrence Rayman, 1377 Clint Moore Road, Boca Raton, FL  
Harry Yeaggy, 1377 Clint Moore Road, Boca Raton, FL  
Birgitta Rayman, 1377 Clint Moore Road, Boca Raton, FL

#### ARTICLE VII

No contract, act or transaction of this corporation with any person or persons, firm or other corporation, in the absence of fraud or wrongdoing, shall be affected or invalidated by the fact that any director of this corporation is a party to or interested in such contract, act or transaction, or in any way connected with such person, persons, firm or corporation, and each and every person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from thus contracting with this corporation in which he may in any way be interested. Any director of this corporation may vote upon any contract or other transaction between the corporation and any subsidiary or controlled company without regard to the fact that he is also a director of such subsidiary or controlled company.

#### ARTICLE VIII

The street address of the initial registered office of this corporation is 1499 West Palmetto Park Road, Suite 412, Boca Raton,

Florida 33486 and the name of the initial registered agent of this corporation is

ELAINE M. GATSOS

**ARTICLE IX**

These Articles of Incorporation of this corporation may be amended, changed, altered or repealed in the manner now or hereafter prescribed by the Florida Statutes and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 21<sup>st</sup> day of March, 1995.

  
\_\_\_\_\_  
LAWRENCE RAYMAN

STATE OF FLORIDA       )  
                              ) ss.  
COUNTY OF PALM BEACH )

Before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared, LAWRENCE RAYMAN, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid this 21<sup>st</sup> day of March, 1995.



ELAINE C. CHARBONNEAU  
MY COMMISSION # CC374441 EXPIRES  
May 20, 1998  
BONDED THRU TROY FARM INSURANCE, INC.

Elaine C. Charbonneau  
ELAINE C. CHARBONNEAU  
Notary Public

My Commission No.:

My Commission Expires:

**CERTIFICATE DESIGNATING PLACE OF  
BUSINESS OF DOMICILE FOR THE SERVICE  
OF PROCESS WITHIN THIS STATE, NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act.

That Corporation, desires to organize under the laws of the State of Florida with its office as indicated in the Articles of Incorporation located at address 1499 West Palmetto Park Road, Suite 412, Boca Raton, Florida 33486, and appoints ELAINE M. GATSOS, as its agent to accept service of process within this State.

**ACKNOWLEDGEMENT:**

Having been named to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relating to keeping open said office.

Elaine M. Gatos  
ELAINE M. GATSOS  
Registered Agent

LAW OFFICE

ELAINE M. GATSOS

SUITE 412-INTERSTATE PLAZA  
1400 WEST PALMETTO PARK ROAD  
BOCA RATON, FLORIDA 33486

ELAINE M. GATSOS  
KEVIN L. EDWARDS

TELEPHONE (407) 395-0500  
BROWARD (305) 421-0300  
PALM BEACH (407) 9882  
TALLAHASSEE (904) 253

**P95000024668**

VIA FEDERAL EXPRESS

Division of Corporations  
ATTENTION: ANNETTE HOGAN  
409 E. Gaines Street  
Tallahassee, Florida 32399

*merse*  
FILED  
95 JUN -9 PM 9:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RE: ARTICLES OF MERGER OF ASI AIRCRAFT TRADING GROUP, INC. INTO  
ATG 47140, INC., PLAN AND AGREEMENT OF REORGANIZATION  
ARTICLES OF MERGER OF AIRCRAFT 45864, INC. INTO ATG 45864,  
INC., PLAN AND AGREEMENT OF REORGANIZATION

Dear Ms. Hogan:

000001586000  
-07/12/95--01071--012  
\*\*\*\*122.50 \*\*\*\*122.50

Enclosed please find the original and one copy of the corrected Articles of Merger and the original and one copy of the corrected pages of the Plan and Agreement of Reorganization for each of the above-referenced corporations for filing with the Secretary of State.

Please remember that these documents need to be dated June 9, 1995, which was the original filing date.

If you have any questions regarding the foregoing, please do not hesitate to call my office.

Thank you for your cooperation in this matter.

Very truly yours,

Elaine M. Gatsos

EMG:ecc  
enclosures

*Thank you!*

ADH	70
ADH	50.50
ADH	133.50
ADH	
ADH	
ADH	



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

ARTICLES OF MERGER  
Merger Sheet

.....  
MERGING:

AIRCRAFT 45864, INC., a Florida corporation P94000068608

INTO

**ATG 45864, INC.**, a Florida corporation, P95000024668

File date: June 9, 1995

Corporate Specialist: Annette Hogan



1201 HAYS STREET  
TALLAHASSEE, FL 32301  
904-222-9171  
904-222-0193 FAX

800-342-8086



ACCOUNT NO. : 072100000032

REFERENCE : 613504 81246A

AUTHORIZATION :

COST LIMIT : 9 PREPAID

ORDER DATE : June 9, 1995

ORDER TIME : 5:49 PM

ORDER NO. : 613504

CUSTOMER NO: 81246A

CUSTOMER: Elaine M. Gatsos, Esq  
Elaine M. Gatsos, Esq  
Suite 412  
1499 W. Palmetto Park Road  
Boca Raton, FL 33486

ARTICLES OF MERGER

AIRCRAFT 45864, INC.

INTO

ATG 45864, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY  
PLAIN STAMPED COPY

CONTACT PERSON: Karen B. Rozer

EXAMINER'S INITIALS:

RECEIVED  
95 JUN -9 PM 4:11  
DIVISION OF CORPORATION

**ARTICLES OF MERGER  
OF  
AIRCRAFT 45864, INC.  
INTO  
ATG 45864, INC.**

**FILED**  
95 JUN -9 AM 9:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, AIRCRAFT 45864, INC., a Florida corporation, and ATG 45864, INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging AIRCRAFT 45864, INC., into ATG 45864, INC.

**WHEREAS**, the Board of Directors deems it to be in the best interests of this Corporation and its shareholders that the Plan and Agreement be approved and that AIRCRAFT 45864, INC. and this Corporation be merged in order to facilitate a reduction in overhead expenses and to reduce administrative concerns relating to accounting, tax reporting and the business controls resulting from the operation of two corporations transacting the same type of business;

**NOW, THEREFORE, IT IS:**

**PLAN OF MERGER**

1. The Plan and Agreement of Reorganization by Merger setting forth the terms and conditions of merger of AIRCRAFT 45864, INC., into ATG 45864, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

**ADOPTION OF PLAN**

2. There are 500 shares of common stock, each of \$1.00 par value of AIRCRAFT 45864, INC. issued and outstanding that were entitled to vote on the Plan and Agreement of Reorganization by Merger. 500 shares were voted in favor of the Plan and Agreement of Reorganization by Merger, and 0 shares were voted against the Plan and Agreement of Reorganization by Merger, at a Special Meeting of the shareholders of AIRCRAFT 45864, INC., held on May 26, 1995.

There are 500 shares of common stock, each of \$1.00 par value of AIRCRAFT 45864, INC. issued and outstanding that were entitled to vote on the Plan and Agreement of Reorganization by Merger. 500 shares were voted in favor of the Plan and Agreement of Reorganization by Merger, and 0 shares were voted against the Plan and Agreement of Reorganization by Merger, at a Special Meeting of the shareholders of ATG 45864, INC., held on May 26, 1995.

**EFFECTIVE DATE**

3. The Plan and Agreement of Reorganization by Merger shall be effective on the filing of these Articles with the Department of State.

**APPLICABLE LAW**

4. The laws of the State of Florida, the jurisdiction of organization of AIRCRAFT 45864, INC., permit the merger contemplated by the Plan and Agreement of Reorganization by Merger, and the laws of the State of Florida on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Florida will have been complied with.

**DISSENTING SHAREHOLDERS**

5. ATG 45864, INC. agrees that it will promptly pay to the dissenting shareholders of AIRCRAFT 45864, INC., the amounts to which they are entitled pursuant to the business corporation law of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of May 26, 1995.

AIRCRAFT 45864, INC.

By: L Ray  
LAWRENCE RAYMAN, President

ATTEST:

By: G Birgitta Rayman  
G. BIRGITTA RAYMAN, Secretary  
(Corporate Seal)

ATG 45864, INC.

By: L Ray  
LAWRENCE RAYMAN, President

ATTEST:

By: G Birgitta Rayman  
G. BIRGITTA RAYMAN, Secretary  
(Corporate Seal)

**VERIFICATION**

The undersigned officer of AIRCRAFT 45864, INC. does hereby certify and verify that the foregoing Articles of Merger were duly adopted by the Corporation and that all statements contained in the Articles are true and correct.

L Ray -  
LAWRENCE RAYMAN, President  
AIRCRAFT 45864, INC.

STATE OF FLORIDA:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by LAWRENCE RAYMAN, President of AIRCRAFT 45864, INC., this 26th day of May, 1995. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.



ELAINE C. CHARBONNEAU  
MY COMMISSION # CC374441 EXPIRES  
May 20, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

Elaine C. Charbonneau  
Print Name: ELAINE C. CHARBONNEAU  
Notary Public  
State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by Elaine M. Gatsos, Esquire, whose address is 1499 West Palmetto Park Road, Suite 412, Boca Raton, Florida 33486.

## **PLAN AND AGREEMENT OF REORGANIZATION**

**by merger of  
AIRCRAFT 45864, INC.  
with and into  
ATG 45864, INC.  
under the name of  
ATG 45864, INC.**

This is a Plan and Agreement of Merger ("Agreement") between AIRCRAFT 45864, INC., a Florida corporation (the "Merging Corporation"), and ATG 45864, INC., a Florida corporation (the "Surviving Corporation").

**WHEREAS**, the Board of Directors deems it to be in the best interests of this Corporation and its shareholders that the Plan and Agreement be approved and that AIRCRAFT 45864, INC. and this Corporation be merged in order to facilitate a reduction in overhead expenses and to reduce administrative concerns relating to accounting, tax reporting and the business controls resulting from the operation of two corporations transacting the same type of business;

**NOW, THEREFORE, IT IS:**

### **ARTICLE 1. PLAN OF MERGER**

#### **Plan Adopted**

1.01. A Plan of Merger of AIRCRAFT 45864, INC., and ATG 45864, INC., pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) AIRCRAFT 45864, INC. shall be merged with and into ATG 45864, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be ATG 45864, INC.

(c) When this Agreement shall become effective, the separate corporate existence of AIRCRAFT 45864, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of AIRCRAFT 45864, INC. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of AIRCRAFT 45864, INC., as well as with the assets of ATG 45864, INC.

(e) The shareholders of AIRCRAFT 45864, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of AIRCRAFT 45864, INC., surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of ATG 45864, INC. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of ATG 45864, INC., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

#### **Effective Date**

1.02. The effective date of the merger shall be upon the filing of the Articles of Merger with the Secretary of State of Florida.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

#### **Nonsurvivor**

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, AIRCRAFT 45864, INC. represents and warrants to the Surviving Corporation as follows:

(a) AIRCRAFT 45864, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) AIRCRAFT 45864, INC., has an authorized capitalization of \$500.00, consisting of 500 shares of common stock, each of \$1.00 par value, of which 500 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) AIRCRAFT 45864, INC. has furnished or will furnish the Surviving Corporation with the audited balance sheet of ATG 45864, INC. as of May 26, 1995, and the related audited statement of income for the twelve months then ended, and an interim unaudited balance sheet (the "Balance Sheet") as of May 26, 1995, and the related statement of income for the twelve month period then ended. These financial statements (i) are in accordance with the books and records of AIRCRAFT 45864, INC. (ii) fairly present the financial condition of AIRCRAFT 45864, INC. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of AIRCRAFT 45864, INC. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of AIRCRAFT 45864, INC. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of AIRCRAFT 45864, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. AIRCRAFT 45864, INC. has not been delinquent in the payment of any tax or assessment.

(e) The Board of Directors has authorized, by adoption of a Resolution, the execution of this Plan and Agreement of Merger.

(f) There exists no pending or threatened litigation which would jeopardize the authority of the Corporations to enter into the merger set forth herein.

#### Survivor

2.02. As a material inducement to AIRCRAFT 45864, INC. to execute this Agreement and perform its obligations under this Agreement, ATG 45864, INC. represents and warrants to AIRCRAFT 45864, INC. as follows:

(a) ATG 45864, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) ATG 45864, INC. has an authorized capitalization of \$500.00, consisting of 500 shares each of \$1.00 par value. As of the date of this Agreement, 500 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

#### **Securities Law**

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of Federal and Florida securities laws and the related supervisory commissions to the end that this Plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

#### **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

##### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of ATG 45864, INC., pending consummation of the merger, AIRCRAFT 45864, INC. shall not:

(a) Except on declaration and payments of a cash dividend on its common stock not exceeding \$1.00 par share, declare or pay any dividend or make any other distribution on its shares.

(b) Create or issue any indebtedness for borrowed money.

(c) Enter into any transaction other than those involved in carrying on its ordinary course of business.



### **Submission to Shareholders**

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

### **Conditions Precedent to Obligations AIRCRAFT 45864, INC.**

3.03. Except as may be expressly waived in writing by AIRCRAFT 45864, INC., all of the obligations of AIRCRAFT 45864, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by ATG 45864, INC.:

(a) The representations and warranties made by ATG 45864, INC. to AIRCRAFT 45864, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If ATG 45864, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to AIRCRAFT 45864, INC. and shall either correct the error, misstatement or omission or obtain a written waiver from AIRCRAFT 45864, INC.

(b) ATG 45864, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) ATG 45864, INC. shall have delivered to AIRCRAFT 45864, INC. an opinion of ELAINE M. GATSOS, ESQUIRE, counsel for ATG 45864, INC., dated the Effective Date, to the effect that:

(1) ATG 45864, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of ATG 45864, INC.

(2) The execution, the delivery, and the performance of this Agreement by ATG 45864, INC. has been duly authorized and approved by requisite corporate action of ATG 45864, INC.

(3) This Agreement and the instruments delivered to AIRCRAFT 45864, INC. under this Agreement have been duly and validly executed and delivered by ATG 45864, INC. and constitute the valid and binding obligations of ATG 45864, INC., enforceable

in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) ATG 45864, INC. shall have delivered to AIRCRAFT 45864, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for AIRCRAFT 45864, INC.

#### **Conditions Precedent to Obligations of ATG 45864, INC.**

3.04. Except as may be expressly waived in writing by ATG 45864, INC., all of the obligations of ATG 45864, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by AIRCRAFT 45864, INC.:

(a) The representations and warranties made by AIRCRAFT 45864, INC. to ATG 45864, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If AIRCRAFT 45864, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to ATG 45864, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from ATG 45864, INC.

(b) AIRCRAFT 45864, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) AIRCRAFT 45864, INC. shall have delivered to ATG 45864, INC. an opinion of ELAINE M. GATSOS, ESQUIRE, counsel for AIRCRAFT 45864, INC., dated the Effective Date, to the effect that:

(1) AIRCRAFT 45864, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the

business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of AIRCRAFT 45864, INC. AIRCRAFT 45864, INC. has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by AIRCRAFT 45864, INC. has been duly authorized and approved by requisite corporate action of AIRCRAFT 45864, INC.

(3) This Agreement and the instruments delivered to ATG 45864, INC. under this Agreement have been duly and validly executed and delivered by AIRCRAFT 45864, INC. and constitute the valid and binding obligations of AIRCRAFT 45864, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) AIRCRAFT 45864, INC. shall have delivered to ATG 45864, INC. a certificate, dated the Effective Date, executed in its corporate name by the President and Vice President of AIRCRAFT 45864, INC. and certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) Each stockholder shall have delivered a letter to ATG 45864, INC. containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

#### **ARTICLE 4. MANNER OF CONVERTING SHARES**

##### **Manner**

4.01. The holders of shares of AIRCRAFT 45864, INC., shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

##### **Basis**

4.02 (a) The Shareholders of AIRCRAFT 45864, INC. shall be entitled to receive shares of the Surviving Corporation, totalling 500 of the outstanding shares of the Surviving Corporation, to be distributed on a basis to be determined.

(b) No fractional shares of common stock of AIRCRAFT 45864, INC. shall be issued.

### **Shares of Survivor**

4.03. (a) There are no outstanding shares of preferred stock of ATG 45864, INC.

(b) The currently outstanding 500 shares of common stock of ATG 45864, INC., each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

### **ARTICLE 5. DIRECTORS AND OFFICERS**

#### **Directors and Officers of Survivor**

5.01. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(a) Directors:

LAWRENCE RAYMAN  
LOUIS S. BECK  
G. BIRGITTA RAYMAN

(b) Officers:

LAWRENCE RAYMAN, President  
G. BIRGITTA RAYMAN, Vice President/Secretary

### **ARTICLE 6. BYLAWS**

#### **ByLaws of Survivor**

6.01. The ByLaws of ATG 45864, INC., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

### **ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR**

#### **Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of AIRCRAFT 45864, INC., ATG 45864, INC., or the

stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

#### **Indemnification**

7.02. AIRCRAFT 45864, INC. agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

(a) Make those representations and warranties to ATG 45864, INC. as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date.

(c) Agree to indemnify ATG 45864, INC. for misrepresentation or breach of any warranty made to ATG 45864, INC.; and

(d) Agree to pay all expenses incurred or to be incurred by or on behalf of AIRCRAFT 45864, INC. in excess of \$5,000.00 in connection with and arising out of this Agreement.

#### **Expenses**

7.03. AIRCRAFT 45864, INC. will cause the stockholders to pay all expenses in excess of \$5,000.00 incurred by AIRCRAFT 45864, INC. in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of AIRCRAFT 45864, INC.'S counsel and accountants (none of which shall be charged to AIRCRAFT 45864, INC.)

### **ARTICLE 8. TERMINATION**

#### **Circumstances**

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation, if:

(1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of AIRCRAFT 45864, INC. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for Federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of AIRCRAFT 45864, INC. on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of ATG 45864, INC., if without the prior consent in writing of ATG 45864, INC., AIRCRAFT 45864, INC. shall have:

(1) Declared or paid a cash dividend on its common stock in excess of \$1.00 per share, or declared or paid any other dividend or made any other distribution on its shares.

(2) Created or issued any indebtedness for borrowed money.

(3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

#### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the

constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

## **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

### **Further Assurances**

9.01. AIRCRAFT 45864, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. AIRCRAFT 45864, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

### **Notices**

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of AIRCRAFT 45864, INC., to:

Lawrence Rayman, President  
1377 Clint Moore Road  
Boca Raton, Florida 33487

or to such other person or address as AIRCRAFT 45864, INC. may from time to time request in writing.

(b) In the case of ATG 45864, INC. to:

Lawrence Rayman, President  
1377 Clint Moore Road  
Boca Raton, Florida 33487

or to such other person or address as ATG 45864, INC. may from time

to time request in writing.

**Entire Agreement; Counterparts**

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

**Controlling Law**

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on May  
26, 1995.

AIRCRAFT 45864, INC.

By: L Ray  
LAWRENCE RAYMAN, President

ATTEST:

G. Birgitta Rayman  
G. BIRGITTA RAYMAN

(SEAL)

ATG 45864, INC.

By: L Ray  
LAWRENCE RAYMAN, President

ATTEST:

G. Birgitta Rayman  
G. BIRGITTA RAYMAN, Secretary

(SEAL)

This instrument was prepared by ELAINE M. GATSOS, ESQUIRE, whose address is: 1499 West Palmetto Park Road, Suite 412, Boca Raton, Florida 33486.





**AVIATION  
SYSTEMS  
INTERNATIONAL,  
INC.**

(561) 241-9599  
FAX: (561) 241-3360  
SITA: FLLSIXD  
E-MAIL: [airparts@gate.net](mailto:airparts@gate.net)  
<http://www.asiparts.com>

P95000024668

May 22, 1997

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Attn: Filing Desk

Re: ATG 45864, Inc.

Gentlemen:

Enclosed are an original and one copy of Articles of Amendment for ATG 45864, Inc., dissolving the company. Also enclosed is a check in the amount of \$87.50 for the filing fee and cost of a certified copy.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

*Ethan Alpert (PSH)*  
Ethan Alpert, Esq.  
Executive Vice President

FILED  
97 JUN -9 AM 9:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Dis*  
*10/16/97*

## ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida profit corporation submits the following articles of dissolution:

FIRST: The name of the corporation is: ATG 45864, Inc.

SECOND: The date dissolution was authorized: December 30, 1996

THIRD: Adoption of Dissolution (CHECK ONE)

☒ Dissolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval.

☐ Dissolution was approved by vote of the shareholders through voting groups.

*The following statement must be separately provided for each voting group entitled to vote separately on the plan to dissolve:*

The number of votes cast for dissolution was sufficient for approval by

\_\_\_\_\_  
(voting group)

Signed this 21st day of May, 19 97

Signature

L. Ray  
(By the Chairman or Vice Chairman of the Board, President, or other officer)

Lawrence Rayman

(Typed or printed name)

President

(Title)

FILED  
JUN -9 97  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA