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LAW OFFICES

GARDNER AND QUAN  
INCORPORATED

5000 BIRCH STREET, SUITE 4400  
NEWPORT BEACH, CALIFORNIA 92660

DAVID H. GARDNER  
JUDY A. QUAN  
SHANNON GALLAGHER

97 DEC 18 PM 12:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
APR 10 1998  
TELEPHONE 904-9025  
FAX: (714) 422-5128

EFFECTIVE DATE  
12/31/97

December 10, 1997

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

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-12/18/97--01105--007  
\*\*\*\*\*122.50 \*\*\*\*\*122.50

Re: Articles of Merger and Officers' Certificates for:

Special Aerospace Security Services, Inc., a California  
corporation - the non-surviving corporation

Special Aerospace Security Services, Inc., a Florida  
corporation - the surviving corporation

Dear Sir or Madam:

Enclosed please find the original and one copy of Articles of Merger and Officers' Certificates for filing in your office. Please file the originals as soon as possible, but with such timing as will render the merger of the above-referenced corporations effective on December 31, 1997. After filing, please provide this office with an acknowledgment of filing or a certified copy of the filed documents. I understand the Articles of Merger filing fee includes the acknowledgment of filing or a certified copy.

Also, please provide this office with a certified copy of the filed Articles of Merger suitable for filing with the California Secretary of State.

Our client's check for \$122.50 is enclosed to cover the Articles of Merger filing and certification fees.

If you have any questions or comments concerning this matter, please contact the undersigned.

Very truly yours,

  
Judy A. Quan

JAQ:rh  
enclosures

cc: Joseph D. Cooper, Jr.  
Chip Higgins, C.P.A.

VS JAN 5 1998

*Merger*

P95000042527

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SPECIAL AEROSPACE SECURITY SERVICES, INC., a California corporation  
not qualified in Florida

INTO

**SPECIAL AEROSPACE SECURITY SERVICES, INC.**, a Florida corporation,  
P95000042527

File date: December 18, 1997, effective December 31, 1997

Corporate Specialist: Velma Shepard

PLAN  
AND  
ARTICLES OF MERGER

**FILED**

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THESE ARTICLES OF MERGER (the "Articles"), are entered into the 15<sup>th</sup> day of November, 1997, by and between Special Aerospace Security Services, Inc., a Florida corporation ("FL"), and Special Aerospace Security Services, Inc., a California corporation ("CA"), said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations."

EFFECTIVE DATE  
12/31/97

RECITALS

WHEREAS, FL is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 25, 1995, and CA is a corporation duly organized and existing under the laws of the State of California, having been incorporated on October 13, 1992; and

WHEREAS, the authorized capital stock of FL consists of one million (1,000,000) shares of common stock, no par value, of which two thousand (2,000) shares are outstanding; and

WHEREAS, the authorized capital stock of CA consists of one million (1,000,000) shares of common stock, no par value, of which two thousand (2,000) shares are outstanding; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to the Plan and Agreement of Merger (the "Agreement") previously executed by the officers and directors of the Constituent Corporations and unanimously approved by the shareholders of the Constituent Corporations on November 15, 1997, the Constituent Corporations respectively desire to so merge pursuant to the Agreement and pursuant to the applicable provisions of the laws of the State of California and the laws of the State of Florida and, in connection therewith, to effect a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986;

THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree that CA shall be merged into FL, which shall continue its corporate existence and be the corporation surviving the merger (hereinafter sometimes referred to as the "Surviving Corporation"), under the terms and conditions of the merger (the "Merger") set forth below:

1. EFFECT OF THE MERGER

1.1. Effective date. Upon the effective date of the Merger, the separate existence of CA shall cease and CA shall be merged into FL, the Surviving Corporation. The effective date shall be the later of December 31, 1997, or the date upon which the Surviving Corporation files these Articles embodying the terms of the Agreement and the related officers' certificates, attached as Exhibits A and B to the Agreement, with the Florida Secretary of State (the "effective date").

1.2. Tax-free reorganization. The parties intend that the Merger and resulting reorganization qualify as and conform to the requirements of a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, that the terms and provisions of these Articles shall be interpreted in a manner consistent therewith and further agree to take all steps reasonably necessary to insure such qualification and conformity.

2. BYLAWS

The Bylaws of FL at the effective date of the Merger shall be the Bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

3. DIRECTORS AND OFFICERS

The directors of FL at the effective date of the Merger shall be the directors of the Surviving Corporation and the officers of FL at the effective date of the Merger shall be the officers of the Surviving Corporation until their respective successors are duly elected and qualified.

4. CONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the Merger provided in these Articles, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

(a) Common Stock of FL. None of the shares of FL common stock issued and outstanding at the effective date of the Merger shall be converted as a result of the Merger, but shall remain issued shares of common stock of the Surviving Corporation.

(b) Common Stock of CA. Each share of CA common stock issued and outstanding as of the effective date of the Merger shall be converted into and become twelve one-thousandths (.012) of a share of Surviving Corporation common stock, and the sole holders of the outstanding CA common stock, upon surrender to the Surviving Corporation of their respective CA stock certificates for cancellation, shall be entitled

to receive a stock certificate for the full number of shares of common stock of the Surviving Corporation to which each of them is entitled. Any treasury stock held by CA at the effective date of the Merger shall be canceled and shall not be converted.

(c) Surrender of CA Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing CA common stock shall be surrendered for exchange to the Surviving Corporation as above provided. Until so surrendered, each such stock certificate nominally representing CA common stock shall be deemed to evidence the ownership of the number of shares of Surviving Corporation common stock which the holder thereof would be entitled to receive upon surrender of such holder's CA common stock.

(d) Status of Surviving Corporation Stock. All shares of Surviving Corporation common stock issued to the CA stockholders pursuant to the Merger shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights and obligations owed to the stockholder.

## 5. RIGHTS AND OBLIGATIONS OF SURVIVING CORPORATION

5.1. General provision. At the effective date of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all of the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved, unimpaired, limited in lien to the property affected by such liens as of the effective date of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

5.2. Benefit plans. As of the effective date of the Merger, FL will cause to be discontinued all group life, accident, medical or other insurance plans or programs of CA then in effect for the benefit of its employees, but shall continue its own such insurance plans and programs and permit all CA employees who become employees of the Surviving Corporation to participate in such plans and programs, subject to the general eligibility requirements thereof.

## 6. ACCOUNTING MATTERS

The assets and liabilities of the Constituent Corporations as of the effective date of the Merger, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the stated value of the common stock to be issued in the Merger and of the aggregate stated value of the common stock issued to FL stockholders prior to the Merger which will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available for any legal purposes of which surplus may be issued.

## 7. APPROVAL OF SHAREHOLDERS; FILINGS

The Agreement embodying the terms of these Articles was submitted for approval to the shareholders of each of the Constituent Corporations as provided by law on or before November 15, 1997. The respective numbers of shares of the sole class of capital stock of each of the Constituent Corporations outstanding on the date of the Agreement and a statement as to the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger are set forth in the officers' certificates in substantially the form attached as Exhibits A and B to the Agreement. After such adoption and approval, and subject to the conditions contained in these Articles, the officers' certificates in substantially the form attached to the Agreement were signed and are being filed, along with these Articles embodying the terms of the Agreement, in the office of the Florida Secretary of State pursuant to Section 607.1105 of the Florida Business Corporation Act and also in the office of the California Secretary of State pursuant to Section 1103 of the California Corporations Code. In connection with the California filing, CA shall procure a tax clearance certificate from the California Franchise Tax Board stating that all taxes imposed under the Bank and Corporation Tax Law have been paid or secured.

8. TERMINATION AND ABANDONMENT

8.1. Anything herein or elsewhere to the contrary notwithstanding, the Agreement may be terminated and abandoned at any time before the effective date of the Merger, whether before or after adoption or approval of the Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

(a) By the mutual consent of the Boards of Directors of the Constituent Corporations;

(b) By either of the Constituent Corporations if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it inadvisable to proceed with the Merger; or

(c) By either of the Constituent Corporations if the requisite approval of the shareholders of both Constituent Corporations shall not have been obtained on or before November 15, 1997, or if the officers' certificates and these Articles shall not have been filed with the Florida Secretary of State as provided in Article I hereof on or before December 31, 1997.

8.2. Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

9. MISCELLANEOUS

9.1. The headings in these Articles shall not affect in any way the meaning or interpretation of the Articles. These Articles may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.2. Any of the terms or conditions of these Articles may be modified or waived at any time before the effective date of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof, provided that any such modification or waiver shall, in the judgment of the party making it, not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the directors of each of the Constituent Corporations on the day and year first above written.

"FL"

Special Aerospace Security  
Services, Inc., a Florida  
corporation

By: Joseph D. Cooper, Jr.  
Joseph D. Cooper, Jr.  
Director

By: Joseph D. Cooper  
Joseph D. Cooper  
Director

"CA"

Special Aerospace Security  
Services, Inc., a California  
corporation

By: Joseph D. Cooper, Jr.  
Joseph D. Cooper, Jr.  
Director

By: Joseph D. Cooper  
Joseph D. Cooper  
Director

The foregoing Articles of Merger, having been duly executed by all of the directors of FL and CA, respectively, and having been duly approved and adopted by the Boards of Directors, and duly approved or adopted by the stockholders of each of said corporations, the President and the Secretary of said corporations do now execute these Articles of Merger by the authority of the directors and stockholders of each, as the act, deed and agreement of each of said corporations on this 15th day of November, 1997.

Special Aerospace Security  
Services, Inc., a Florida  
corporation

By: Joseph D. Cooper, Jr.  
Joseph D. Cooper, Jr.  
President and Secretary

Special Aerospace Security  
Services, Inc., a California  
corporation

By: Joseph D. Cooper, Jr.  
Joseph D. Cooper, Jr.  
President and Secretary

EXHIBIT A

SPECIAL AEROSPACE SECURITY SERVICES, INC.,  
a Florida corporation

OFFICERS' CERTIFICATE

With respect to the pending merger between Special Aerospace Security Services, Inc., a Florida corporation ("FL"), and Special Aerospace Security Services, Inc., a California corporation ("CA"), the undersigned officers of FL hereby certify as follows:

1. The Constituent Corporations to the merger are this Corporation and CA. Neither the name of this Corporation nor the name of CA have ever been changed. The Surviving Corporation is to be FL.

2. This Corporation has two thousand (2,000) shares of outstanding common stock, all of which are entitled to vote on the merger. CA has two thousand (2,000) shares of outstanding common stock, all of which are entitled to vote on the merger. Each Constituent Corporation has only one class of stock and only such class of stock of each Corporation is entitled to vote on the merger. An affirmative vote of a majority is required of each class in order to approve the merger. After presentation to the shareholders of each Corporation of the Plan and Agreement of Merger and the attached Articles of Merger embodying the terms of the Plan and Agreement of Merger, the principal terms of each such document were unanimously approved by the holders of all of the outstanding shares of stock of both FL and CA.

3. The terms and conditions of the merger are contained in the attached Articles of Merger. For each share of stock of CA, each CA shareholder shall be entitled to twelve one-thousandths (.012) of a share of common stock of FL.

4. There will be no changes in the Articles of Incorporation of FL, the Surviving Corporation, to be effected by the merger.

DATED: November 15, 1997

The undersigned declares under penalty of perjury that the matters set forth in the foregoing Plan and Agreement of Merger and this Certificate are true and correct of my own knowledge.

EXECUTED at CHANTILLY, Virginia, on the 15th day of November, 1997.

Special Aerospace Security  
Services, Inc., a Florida  
corporation

By: Joseph D. Cooper, Jr.  
Joseph D. Cooper, Jr.  
President and Secretary

EXHIBIT B

SPECIAL AEROSPACE SECURITY SERVICES, INC.,  
a California corporation

OFFICERS' CERTIFICATE

With respect to the pending merger between Special Aerospace Security Services, Inc., a Florida corporation ("FL"), and Special Aerospace Security Services, Inc., a California corporation ("CA"), the undersigned officers of CA hereby certify as follows:

1. The Constituent Corporations to the merger are this Corporation and FL. Neither the name of this Corporation nor the name of FL have ever been changed. The Surviving Corporation is to be FL.

2. This Corporation has two thousand (2,000) shares of outstanding common stock, all of which are entitled to vote on the merger. CA has two thousand (2,000) shares of outstanding common stock, all of which are entitled to vote on the merger. Each Constituent Corporation has only one class of stock and only such class of stock of each Corporation is entitled to vote on the merger. An affirmative vote of a majority is required of each class in order to approve the merger. After presentation to the shareholders of each Corporation of the Plan and Agreement of Merger and the attached Articles of Merger embodying the terms of the Plan and Agreement of Merger, the principal terms of each such document were unanimously approved by the holders of all of the outstanding shares of stock of both FL and CA.

3. The terms and conditions of the merger are contained in the attached Articles of Merger. For each share of stock of CA, each CA shareholder shall be entitled to twelve one-thousandths (.012) of a share of common stock of FL.

4. There will be no changes in the Articles of Incorporation of FL, the Surviving Corporation, to be effected by the merger.

DATED: November 15, 1997

The undersigned declares under penalty of perjury that the matters set forth in the foregoing Articles of Merger and this Certificate are true and correct of my own knowledge.

EXECUTED at CHANTILLY, Virginia, on the 15th day of November, 1997.

Special Aerospace Security  
Services, Inc., a California  
corporation

By: Joseph D. Cooper, Jr.  
Joseph D. Cooper, Jr.  
President and Secretary