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MERGER OR SHARE EXCHANGE

AUSTIN KENDALL CORPORATION

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Merger/
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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

February 14, 2004

AUSTIN KENDALL CORPORATION
4603 RUE BORDEAUX
LUTZ, FL 33549US

SUBJECT: AUSTIN KENDALL CORPORATION
REF: P99000070775

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

On the plan and agreement of merger in the first paragraph, the year should be 2003 instead of 2000.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6869.

Teresa Brown
Document Specialist

FAX Aud. #: H04000032772
Letter Number: 304A00010264

**ARTICLES OF MERGER
OF
AUSTIN TRANSPORTATION GROUP, INC.
INTO
AUSTIN KENDALL CORPORATION
UNDER THE NAME
AUSTIN TRANSPORTATION GROUP, INC.**

FILED OF STATES
SECRETARY OF CORPORATIONS
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2004 FEB 16 AM 10:28

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, Austin Kendall Corporation, and Austin Transportation Group, Inc., adopt the following Articles of Merger for the purpose of merging Austin Transportation Group, Inc. into Austin Kendall Corporation.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of Austin Transportation Group, Inc. into Austin Kendall Corporation, is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are ten thousand (10,000) shares of common stock, each of \$1.00 par value of Austin Kendall Corporation, and there are two thousand (2,000) issued and outstanding that were entitled to vote on the Plan of Merger, two thousand (2,000) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of Austin Kendall Corporation held on the 22nd day of September, 2003.

(B) There are five thousand (5,000) shares of common stock, each of one dollar (\$1.00) par value of Austin Transportation Group, Inc. and there are one hundred (100) shares issued and outstanding that were entitled to vote on the Plan of Merger, one hundred (100) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of Austin Transportation Group, Inc. held on the 30th day of September, 2003.

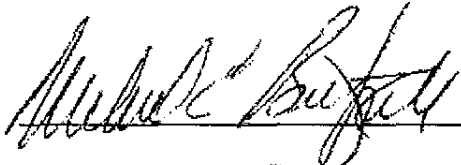
3. **Surviving Company Corporation Name.** Pursuant to the Plan of Merger, the name of the surviving corporation, Austin Kendall Corporation is hereby changed to Austin Transportation Group, Inc.


4. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

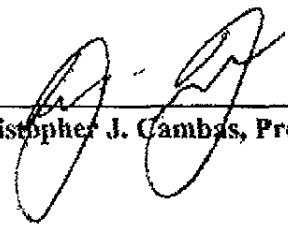
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 22nd day of September, 2003.

SURVIVING CORPORATION:

Austin Kendall Corporation



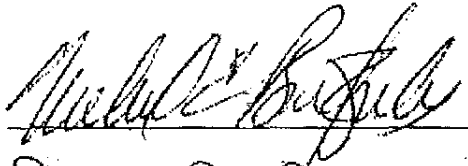


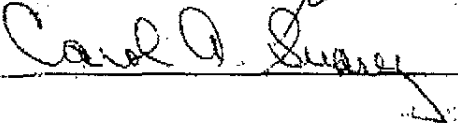
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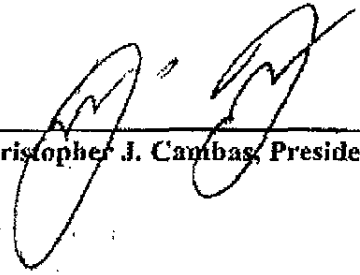
Christopher J. Cambas, President

MERGING CORPORATION:

Austin Transportation Group, Inc.





By: 

Christopher J. Cambas, President

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF AUSTIN TRANSPORTATION GROUP, INC.
WITH AND INTO
AUSTIN KENDALL CORPORATION UNDER THE NAME OF
AUSTIN TRANSPORTATION GROUP, INC.**

This is a Plan and Agreement of Merger ("Agreement") dated the 22nd day of September, 2003, between **AUSTIN TRANSPORTATION GROUP, INC.** (the "Merging Corporation"), and **Austin Kendall Corporation** (the "Surviving Corporation").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of Austin Transportation Group, Inc. and Austin Kendall Corporation, pursuant to Section 607.1101 of the Florida Statutes is adopted as follows:

(A) Austin Transportation Group, Inc. shall be merged with and into Austin Kendall Corporation, to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Corporation shall be amended and changed to Austin Transportation Group, Inc.

(C) When this Agreement shall become effective, the corporate existence of Austin Transportation Group, Inc. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Austin Transportation Group, 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 Austin Transportation Group, Inc. as well as with the assets of Austin Kendall Corporation.

(E) The shareholders of Austin Transportation Group, Inc. will surrender all of their shares in the manner hereinafter set forth.

(F) In exchange for the shares of Austin Transportation Group, Inc. surrendered by its shareholders, the Surviving Corporation shall issue and transfer to the shareholders, on the basis set forth in Article IV, below, shares of its common stock.

(G) The shareholders of Austin Kendall Corporation will surrender their shares in exchange for Shares in the name of the Surviving Corporation on the basis set forth in Article IV, below.

(H) The Articles of Incorporation of Austin Kendall Corporation as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving

Corporation, as amended with respect to the Surviving Corporation's name herein, until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Non-Survivor (Merging Corporation). As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Austin Transportation Group, Inc. represents and warrants to the Surviving Corporation as follows:

(A) Austin Transportation Group, Inc. is 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) Austin Transportation Group, Inc. is authorized to issue five thousand (5,000) shares of common stock, each of One Dollar (\$1.00) par value, of which one hundred (100) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. Austin Transportation Group, Inc. is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which Austin Transportation Group, Inc. is or may be obligated to issue or purchase shares.

(C) Austin Transportation Group, Inc. has furnished the Surviving Corporation with the balance sheet of Austin Transportation Group, Inc. as of August 31, 2003, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Austin Transportation Group, Inc., (2) fairly present the financial condition of Austin Transportation Group, Inc. as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Austin Transportation Group, Inc. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Austin Transportation Group, 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 Austin Transportation Group, 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. Austin Transportation Group, Inc. has not been delinquent in the payment of any tax or assessment.

(E) Christopher J. Cambas and Christopher D. Lamb, are and at the time of the effective date of the merger will be, the lawful owners of the shares of Austin Transportation Group, Inc. free and clear of all liens, claims, encumbrances and restrictions of every kind. Christopher J. Cambas and Christopher D. Lamb, have full legal right, power, and authority to sell, assign, and transfer their shares of Austin Transportation Group. The delivery of the shares to the Surviving Corporation pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) Austin Transportation Group, Inc. has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Austin Transportation Group, Inc.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Austin Transportation Group, Inc., Christopher J. Cambas or Christopher D. Lamb that would affect it or its properties, assets, or business; and neither Austin Transportation Group, Inc., Christopher J. Cambas or Christopher D. Lamb is aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Austin Transportation Group, Inc. Austin Transportation Group, Inc. is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of Austin Transportation Group, Inc. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Austin Transportation Group, Inc. is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Austin Transportation Group, Inc., or that would prohibit Christopher J. Cambas or Christopher D. Lamb from entering into this Agreement or prevent consummation of this Agreement.

(I) Austin Transportation Group, Inc. has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, Austin Transportation Group, Inc. will have delivered to Austin Kendall Corporation a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by Austin Transportation Group, Inc. setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by Austin Transportation Group, Inc. under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of Austin Transportation Group, Inc. in effect at the time of delivery of the schedule.

(K) Austin Transportation Group, Inc. is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to Austin Transportation Group, Inc. or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of Austin Transportation Group, Inc. are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to Austin Transportation Group, Inc. or its successors.

(L) The books of account, minute books, share certificate books, and share transfer ledgers of Austin Transportation Group, Inc. are complete and correct, and there have been no transactions involving Austin Transportation Group, Inc. that properly should have been set forth in those books, other than those set forth in those books.

(M) Austin Transportation Group, Inc. represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Corporation, which facts if known by the Surviving Corporation or its shareholders, would cause the Surviving Corporation to abandon the proposed merger with Austin Transportation Group, Inc.

2.02 Survivor. As a material inducement to Austin Transportation Group, Inc. to execute this Agreement and perform their obligations under this Agreement, Austin Kendall Corporation warrants to Austin Transportation Group, Inc. as follows:

(A) Austin Kendall Corporation is 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) Austin Kendall Corporation is authorized to issue ten thousand (10,000) shares of common stock, each of \$1.00 par value. As of the date of this Agreement, one thousand and twenty (1,020) shares of the common stock are validly issued and outstanding to Christopher J. Cambas, which are fully paid, and nonassessable and nine hundred eighty (980) shares of the common stock are validly issued and outstanding to Lori M. Cambas, which are fully paid and nonassessable.

(C) Austin Kendall Corporation has furnished the Merging Corporation with the balance sheet of Austin Kendall Corporation as of August 31, 2003, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Austin Kendall Corporation, (2) fairly present the financial condition of Austin Kendall Corporation as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Austin Kendall Corporation. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Austin Kendall Corporation 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 Austin Kendall Corporation 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. Austin Kendall Corporation has not been delinquent in the payment of any tax or assessment.

(E) Austin Kendall Corporation has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Austin Kendall Corporation.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Austin Kendall Corporation that would affect it or its properties, assets, or business; and Austin Kendall Corporation is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Austin Kendall Corporation. Austin Kendall Corporation is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of Austin Kendall Corporation has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Austin Kendall Corporation is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Austin Kendall Corporation, or that would prohibit Austin Kendall Corporation from entering into this Agreement or prevent consummation of this Agreement.

(H) Austin Kendall Corporation has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, minute books, share certificate books, and share transfer ledgers of Austin Kendall Corporation are complete and correct, and there have been no transactions involving Austin Kendall Corporation that properly should have been set forth in those books, other than those set forth in those books.

(J) Austin Kendall Corporation represents and warrants that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known by the Merging Corporation or its shareholders, would cause the Merging Corporation to abandon the proposed merger with Austin Kendall Corporation.

ARTICLE III
COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. 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.

3.02 Submission To Shareholders. 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.

3.03 Conditions Precedent to Obligations of Austin Transportation Group, Inc. Except as may be expressly waived in writing by Austin Transportation Group, Inc. all the obligations of Austin Transportation Group, Inc. under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Austin Kendall Corporation.

(A) The representations and warranties made by Austin Kendall Corporation to Austin Transportation Group, Inc. in Article II of 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.

(B) Austin Kendall Corporation 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) 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.

(D) All corporate and other proceedings and actions 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 Austin Transportation Group, Inc.

3.04 Conditions Precedent to Obligations of Austin Kendall Corporation. Except as may be expressly waived in writing by Austin Kendall Corporation, all the obligations of Austin Kendall Corporation under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Austin Transportation Group, Inc.:

(A) The representations and warranties made by Austin Transportation Group, Inc. to Austin Kendall Corporation in Article II 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.

(B) Austin Transportation Group, Inc. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by them prior to or on the effective date.

(C) 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.

ARTICLE IV **MANNER OF CONVERTING SHARES**

4.01 Manner. The holder of shares of Austin Transportation Group, Inc. shall surrender its 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 IV.

4.02 Basis. Christopher J. Cambas, shall surrender all of his One Thousand and Twenty (1,020) shares of common stock of the Surviving Corporation, and all of his Ninety (90) shares of the Merging Corporation, each of \$1.00 par value and shall receive from the Surviving Corporation one thousand twenty (1020) shares of common stock of the Surviving Corporation in the name of Austin Transportation Group, Inc. of \$1.00 par value; Lori M. Cambas shall surrender all of her Nine Hundred and Eighty (980) shares of the common stock of the Surviving Corporation, each of \$1.00 par value and shall receive Seven Hundred and Eighty (780) shares of the common stock of the Surviving Corporation in the name of Austin Transportation Group, Inc., each of \$1.00 par value; and, Christopher Lamb shall surrender all of his Ten (10) shares of common stock of Austin Transportation Group, Inc., each of \$1.00 par value, and shall receive Two Hundred (200) shares of the common stock of the Surviving Corporation, in the name of Austin Transportation Group, each of \$1.00 par value.

4.03 Shares of Surviving Corporation. The currently outstanding two thousand (2,000) shares of common stock of Austin Kendall Corporation, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation contributed as set forth in Section 4.02 above.

ARTICLE V **DIRECTORS AND OFFICERS**

5.01 Directors and Officers of Surviving Corporation.

(A) The Board of Directors of the surviving corporation shall be Christopher J. Cambas and Lori Cambas of 4603 Rue Bordeaux, Lutz, FL 33549 and shall continue to serve on the Board of Directors of the Surviving Corporation until the next annual meeting, or until their successors have been elected and qualified.

(B) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the effective date of merger, the vacancy may be filled by the shareholders as provided in the by-laws and/or Shareholders Agreement of the Surviving Corporation.

(C) All persons who as of the effective date of the merger shall be executive or administrative officers of Austin Kendall Corporation, with Christopher J. Cambas as President, shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE VI

BY-LAWS

6.01 By-Laws of the Surviving Corporation. The by-laws of Austin Kendall Corporation, existing on the effective date of the merger, shall continue in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE VII

NATURE AND SURVIVAL OF WARRANTIES

INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of Austin Transportation Group, Inc., Austin Kendall Corporation 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 shall survive for a period of one (1) year 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.

ARTICLE VIII

TERMINATION

8.01 Circumstances. 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 any 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 any of the constituent corporation if:

(1) The shareholders of Austin Kendall Corporation, dissent so that, in the opinion of the Boards of Directors the merger will be inadvisable or undesirable.

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

(3) Any legislation shall be enacted that, in the opinion of any 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 the Boards of Directors, any materially adverse change in the business or condition, financial or otherwise, of any constituent corporation.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The President or any Vice President of the constituent corporation who's Board of Directors made the election shall give immediate written notice of the election to the other constituent corporations.

(B) On the giving of notice 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 any constituent corporation as a result of the termination and abandonment.

ARTICLE IX INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances. Austin Transportation Group, Inc. agrees that from time to time, as may be requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. Austin Transportation Group, 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 of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation:

Austin Kendall Corporation
Christopher J. Cambas, President
4603 Rue Bordeaux
Lutz, FL 33549

with copy to:

Gold, Resnick & Ficarrotta, P.A.
Michael E. Boutzoukas, Esquire
704 West Bay Street
Tampa, FL 33606

Merging Corporation:

Austin Transportation Group, Inc.
Christopher J. Cambas, President
4603 Rue Bordeaux
Lutz, FL 33549

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

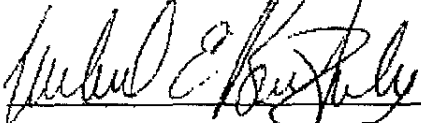
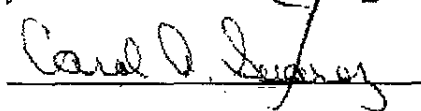
9.03 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

9.04 Controlling Law. 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.

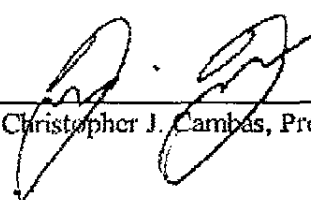
9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.


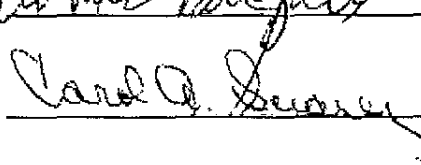
SURVIVING CORPORATION:

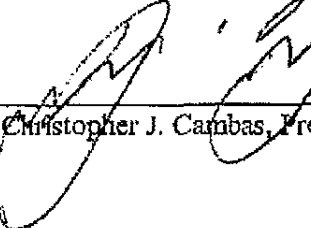
AUSTIN KENDALL CORPORATION

By: 
Christopher J. Cambas, President

MERGING CORPORATION:

**AUSTIN TRANSPORTATION GROUP,
INC.**

By: 
Christopher J. Cambas, President