

V52562

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

CELEBRITY TRAVEL, INC., an Ohio corporation (not qualified to transact  
business in Florida)

INTO

CRT VENTURE OF FLORIDA, INC., a Florida corporation, V52562.

File date: March 31, 1997 , effective April 1, 1997

Corporate Specialist: Louise Flemming-Jackson

LAW OFFICES OF  
**MARSHALL & MELHORN**

FOUR SEAGATE

EIGHTH FLOOR

TOLEDO, OHIO 43604

(419) 249-7100

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DONALD A. SCHURR\*  
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EDWIN J. MARSHALL (1873-1946)  
DONALD F. MELHORN (1889-1974)

COUNSEL  
DONALD F. MELHORN, JR.  
PAUL M. KRAUS  
RICHARD D. NEBERLING\*

\*ADMITTED TO PRACTICE BEFORE  
THE PATENT AND TRADEMARK OFFICE

March 28, 1997

Florida Secretary of State  
Division of Corporations  
409 East Gaines St.  
Tallahassee, Florida 33299

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-03/31/97--01105-009  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

**RE: Merger of CRT Venture of Florida, Inc. and Celebrity Travel, Inc.**

Gentlemen:

Enclosed please find the Articles of Merger with attached Plan and Agreement of Merger between CRT Venture of Florida, Inc., a Florida corporation, and Celebrity Travel, Inc., an Ohio corporation, resulting in CRT Venture Florida, Inc. becoming the surviving corporation. Also enclosed is a check in the amount of \$70.00 to cover the filing fees for this merger. Please note that this merger is to be effective as of April 1, 1997. Please file these documents as soon as possible and then return evidence of such filing to my office. If you have any questions, please feel free to contact me.

Very truly yours,

MARSHALL & MELHORN

By:

  
A. Thomas Christensen

EFFECTIVE DATE

4-1-97

4-7-97

ATC:jmr  
Enclosures  
C0986

cc: Darrell VanHorn  
Royce Haddad

FILED  
97 MAR 31 PM 12:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

4-1-97

FILED

97 MAR 31 PM 12: 04

**ARTICLES OF MERGER**  
(Florida Statute Section 607.1105)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. CRT Venture of Florida, Inc., a Florida corporation and Celebrity Travel, Inc., an Ohio corporation have entered into a Plan and Agreement of Merger, which Plan and Agreement of Merger was adopted by the shareholders and directors of each such corporation, unanimously, on the 14 day of March, 1997.

2. A true and complete copy of the Plan and Agreement of Merger is attached hereto as Exhibit A, as approved unanimously by the shareholders and directors of CRT Venture of Florida, Inc. and Celebrity Travel, Inc.

3. That the Board of Directors of CRT Venture of Florida, Inc. and of Celebrity Travel, Inc. have authorized the respective corporate Presidents of such corporations to file this Articles of Merger with attached Plan and Agreement of Merger with the Florida Department of State as prescribed in Florida Statutes Section 607.0120(9).

IN WITNESS WHEREOF, Randolph C. Haddad, President of CRT Venture of Florida, Inc. and Royce C. Haddad, President of Celebrity Travel, Inc. have set their hands as duly appointed officers of their respective corporations on the 14 day of March, 1997.

CRT VENTURE OF FLORIDA, INC.

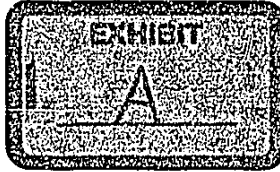
By: 

Randolph C. Haddad, President

CELEBRITY TRAVEL, INC.

By: 

Royce C. Haddad, President



**PLAN OF MERGER  
BETWEEN CRT VENTURE TRAVEL, INC.  
AND  
CELEBRITY TRAVEL, INC.  
D/B/A NORTH AMERICAN TRAVEL**

**ARTICLE I. PLAN OF MERGER**

**Plan Adopted**

1.01 A Plan of Merger of CRT Venture of Florida, Inc., a Florida Corporation, and Celebrity Travel, Inc., an Ohio Corporation, pursuant to the provisions of Title 17 of the Ohio Revised Code, Chapter 607 of the Statutes of the State of Florida and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

- (a) Celebrity Travel, Inc. ("CT") shall be merged into CRT Venture of Florida, Inc. ("CRT").
- (b) The surviving corporation shall be CRT Venture Travel, Inc. and shall be governed by the laws of the State of Florida.
- (c) The separate existence of CT shall cease and CRT shall succeed, without other transfer, to all the rights and property of CT and shall be subject to all of the debts and liabilities of CT, in the same manner as if CT had itself incurred them. All rights of creditors and all liens on the property of CT shall be preserved unimpaired, limited and liened to the property affected by such liens immediately prior to the merger.
- (d) CRT will carry on the business with the assets of both corporations.
- (e) The shareholders of CT shall exchange their shares of voting, common stock for voting, common shares of CRT in the manner set forth below:
  - 1. In exchange for the shares of CT surrendered by its shareholders, CRT will issue and transfer, on the basis set forth in Article V below, One Hundred Thirty-Five (135) shares of its voting, common stock.
- (f) The Articles of Incorporation of CRT shall not be amended.

FILED  
97 MAR 31 PM 12:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **ARTICLE II. RECITALS OF ACQUIRING AND TARGET CORPORATIONS**

### **Target Corporation**

2.01 (a) CT is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Ohio, with corporate power to own property and carry on its business as it is now being conducted.

(b) CT has one class of shares; namely, 750 shares of no-par, voting, common stock. As of the date of this Agreement, 100 shares of the common stock are validly issued and outstanding, fully paid, and non-assessable.

### **Acquiring Corporation**

2.02 (a) CRT is a corporation duly organized, validly incorporated, and in good standing under the laws of the State of Florida, with corporate power to own property and carry on its business as it is now being conducted. CRT is not currently qualified to transact business as a foreign corporation in any jurisdiction. CRT, however, shall become licensed to do business in the State of Ohio upon completion of this merger.

(b) CRT has one class of shares; namely, 1,000 shares of no par common, voting stock. As of the date of this Agreement, 466 shares of the common stock are validly issued and outstanding, fully paid, and non-assessable.

### **Security Laws**

2.03 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal, Florida and Ohio security laws to take full advantage of any appropriate exemptions, otherwise to be in accord with all anti-fraud restrictions in this area.

## **ARTICLE III. MERGER**

### **Acquiring Corporation**

3.01 CT shall be merged into CRT.

#### **Name**

3.02 Subsequent to the merger, the surviving corporation shall be known as CRT Venture of Florida, Inc.

#### **Place of Office**

3.03 (a) The place in the State of Florida where the principle office of CRT will be located is 2561 Countryside Boulevard, Suite 6, Clearwater, Florida 34621.

(b) The place in the State of Ohio where the principle office of CRT is to be located is 4478 Monroe Street, Toledo, Ohio 43613.

#### **Statutory Agent**

3.04 (a) The name and address of CRT's statutory agent for service of process in the State of Florida is as follows: Randolph C. Haddad, 2561 Countryside Boulevard, Suite 6, Clearwater, Florida 34621.

(b) The name and address of CRT's statutory agent for service of process in the State of Ohio is as follows: Darrell V. Van Horn, 225 Spitzer Building, 520 Madison Avenue, Toledo, Ohio 43604.

#### **Effective Date**

3.05 The effective date of the merger shall be the 1st day of April, 1997.

## **ARTICLE IV. TERMS AND CONDITIONS OF AGREEMENT**

### **Negative Covenants**

4.01 Between the date of this Agreement and the Effective Date, neither corporation to this merger shall:

- (a) Dispose of any of its assets except in the normal course of business and for adequate value.
- (b) Forgive any debts owed to such corporation.
- (c) Enter into any contract or obligate itself to any payment other than the normal course of business.
- (d) Commit any fraud or misrepresentation as to any material fact upon which this Agreement is based.

### **Further Assignments or Assurances**

4.02 If at any time CRT shall consider or be advised that any further assignments or assurances in law are necessary to vest, to perfect, or to confirm or record in CRT the title to any property or rights of CT or otherwise carry out the provisions of this Agreement, the proper officers and directors of both corporations, as of the Effective Date, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, to perfect and to confirm title to the property or rights in CRT, and otherwise to carry out the provisions of this Agreement.

### **Warranties & Representations**

4.03 As a material inducement to each corporation to execute and perform its obligations under this Plan and Agreement of Merger, each represents and warrants to the other as follows:

- (a) This Agreement constitutes a binding and valid obligation of such corporation enforceable in accordance with its terms;
- (b) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Ohio (as to CT) and of the State of Florida (as to CRT) and has the corporate power and authority to own its property and to carry on its business as presently conducted;
- (c) It is full right, power, legal capacity and authority to enter into this Agreement;

(d) Its financial statements (the "Financial Statements") for the fiscal year ending December 31, 1995 consisting, at a minimum, of a balance sheet, income statement, and a statement of retained earnings prepared by its certified public accountant, which was delivered to the other corporation prior to the date of this Plan and Agreement are true to the best of its knowledge, true, complete, correct in all respects and are in accordance with the books and records of such corporation;

(e) All understandings or arrangements with suppliers which are now in use by each corporation are in full force and effect and each corporation has no knowledge of any intention of a present supplier to terminate its relationship with such corporation or restrict the provision of supplies to it in any manner whatsoever;

(f) It has not been restricted in its use nor has it received any notification, of any proposed cut in or allocation of utility service to its offices;

(g) It has good, valid and marketable title to all assets, business and properties, whether or not reflected on its balance sheet, free and clear of all claims, charges, liens, encumbrances, restrictions, options, calls and defects of any kind or nature whatsoever, except (i) the lien of current taxes payable of which is not yet delinquent, and (ii) as disclosed on its balance sheet including any note thereto or any separate written document delivered to the other corporation;

(h) All equipment and furniture are in good operating condition and repair, reasonable wear and tear excepted;

(i) It has not received notice of violation of any law, regulation, ordinance, order or requirement relating to the operation of its business or its property;

(j) To the best of its knowledge, there is no litigation, proceeding or governmental investigation pending or threatened against or relating to it or its properties or business, or the transactions contemplated by this Agreement;

(k) To the best of its knowledge, it is not a part of or subject to the provisions of any decree or judgement of any court having jurisdiction or of any governmental agency, including without limitation, any decree or judgement finding that it committed an unfair labor practice;

(l) To the best of its knowledge, it is not in violation of any laws, orders, rules or regulations which would in any way adversely effect its business as presently conducted;

(m) To the best of its knowledge, it has filed all tax returns, paid all taxes which are due as of the date of this Plan and Agreement of Merger to all federal, state and local governments to whom such returns must be filed and taxes paid;



(n) It agrees that all reasonable attorney fees for the preparation of the corporate documents in connection with this Merger shall be divided equally between CRT and CT and paid prior to the date of Merger.

(o) It agrees that all reasonable accounting fees and cash advances owed to accounting firms or other entities involved in the completion of this Merger shall be paid by CRT from the combined assets of the corporations after the merger.

(p) It acknowledges that, notwithstanding all due diligent investigations undertaken by either corporation and its respective legal counsel and accountants, that it is relying on the representations made herein by the other corporation in making its final determination to proceed with the merger.

## **ARTICLE V. CONVERSION OF SHARES**

### **Manner of Conversion**

5.01 The sole shareholder of CT shall surrender all outstanding shares of CT to CRT after this Agreement shall become effective in exchange for shares of CRT, to which he is entitled, pursuant to Section 5.02 herein. Such exchange shall be based on the relative values of the corporations as agreed to by CT and CRT.

### **Exchange Basis**

5.02 Royce C. Haddad, the sole shareholder of CT shall be entitled to receive 240 shares of no par common, voting shares of CRT in exchange for all of the outstanding shares of CT.

### **No Issuance of Additional Shares**

5.03 CRT acknowledges that except for the 135 shares of no par common, voting stock to be issued to CT's sole shareholder, that CRT will issue no additional shares to any party in connection with this Merger.

## **ARTICLE VI. TERMINATION**

### **Circumstances**

6.01 This Agreement may be terminated and the merger provided for in this Agreement may be abandoned at any time after approval by the shareholders of both of the corporations, but before filing of the Certificate of Merger with the Secretary of the State of Ohio and the Articles of Merger with the Department of State of the State of Florida:

- (a) By mutual consent of the Boards of Directors of the constituent corporations;
- (b) At the election of the Board of Directors by their constituent corporations if:
  - (1) Any material litigation or proceeding shall be instituted or threatened against either of the corporations or any of their assets, that, in the opinion of either such Board of Directors, renders the merger inadvisable or undesirable;
  - (2) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any adverse material change in the business or condition, financial or otherwise, of either corporation;
  - (3) Without the prior consent, in writing, of one corporation, the other corporation shall have:
    - (i) Created or issued any indebtedness for borrowed money not in the ordinary course of business;
    - (ii) Entered into any transaction other than those involved in carrying on business in its ordinary course;
  - (4) In the event that said merger shall not be approved by the Airline Reporting Corporation (ARC).

### **Terminating Corporation**

6.02 The election to terminate in Paragraph 6.01(b)(3) above may be made only by the corporation that did not perform any of the acts referred to in subparagraphs (i) or (ii) of such paragraph.

## ARTICLE VII. EXECUTION, INTERPRETATION & PERFORMANCE

### Notices

7.01 Any notice, request, demand or other communication given under this Agreement shall be sufficiently given when deposited with the United States Postal Service, postage prepaid, or when deposited with Federal Express delivery service for transmittal, charges prepaid, addressed as follows:

(a) In the case of CT, to Royce C. Haddad, President, at 1 Belmont Road, Unit 624, West Harwich, Mass. 02671, or to such other person or address as Royce C. Haddad may furnish in writing to CRT.

(b) In the case of CRT, to Randolph C. Haddad, President, 2561 Countryside Boulevard, Suite 6, Clearwater, Florida 34621 or to such other person or address as Randolph C. Haddad may furnish in writing to CT.

### Entire Agreement; Counterparts

7.02 This Agreement contains the entire agreement between the parties with regard to the transaction contemplated in this Agreement. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed as one original.

### Controlling Law

7.03 The validity, interpretation, and performance of this Agreement shall be controlled by, construed and enforced in accordance with the laws of the State of Ohio.

*IN WITNESS WHEREOF*, this Plan and Agreement of Merger was executed on 14 day of March, 1997.

CRT VENTURE OF FLORIDA, INC.

By:   
Randolph C. Haddad, President

CELEBRITY TRAVEL, INC.

By:   
Royce C. Haddad, President