

V52562

Law Offices of  
**DeLOACH & HOE STRA, P.A.**

(727) 397-5571  
Fax (727) 393-5418  
E-Mail: DH8640@AOL.COM

Dennis R. DeLoach, Jr.  
Peter T. Hofstra  
Paul R. Cavanis

8640 Seminole Boulevard  
Seminole, Florida 33772

P.O. Box 3390  
Seminole, Florida 33775

January 14, 1999

Secretary of State  
Florida Department of State  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

200002744272--0  
-01/15/99--01090--007  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

RE: All Global Travel, Inc.  
Articles of Merger

Dear Sir:

200002744272--0  
-01/27/99--01029--008  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Enclosed please find original Articles of Merger incident to the referenced corporation, together with a check in the amount of \$35.00 representing the filing fee.

Should you have any questions or comments, please do not hesitate to advise.

Yours very truly,

  
DENNIS R. DELOACH, JR.

DRD/jai  
Enclosure  
cc: Mr. & Mrs. William Slator  
Darrell V. Van Horn, Esquire

jai\corres\state.114

FILED  
99 JAN 15 PM 2:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
EFFECTIVE DATE  
1/16/99

VS JAN 28 1999

*Mengya*

*[Signature]*

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

ALL GLOBAL TRAVEL, INC., a Florida corporation, H94854

INTO

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

File date: January 15, 1999 , effective January 16, 1999

Corporate Specialist: Velma Shepard

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8640 Seminole Boulevard  
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Seminole, Florida 33775

January 25, 1999

Secretary of State  
Attn: Velma Sheppard  
Divisions of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

Re: ALL GLOBAL TRAVEL, INC.

Dear Ms. Sheppard:

Pursuant to our phone conference today, I am enclosing a check for \$35.00 which represents the additional monies which are needed for the All Global Travel, Inc. merger.

Thank you for your cooperation.

Yours very truly,

  
Dennis R. DeLoach, Jr.

DRD/bmw

cc: Mr. & Mrs. William Slator  
Darrell V. Van Horn, Esquire

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

FILED

99 JAN 15 PM 2:10

1. CRT Venture of Florida, Inc., a Florida corporation and All Global Travel, Inc., a Florida 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 12<sup>th</sup> day of January, 1999.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
**EFFECTIVE DA**  
1/16/99

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 All Global Travel, Inc.

3. That the Board of Directors of CRT Venture of Florida, Inc. and All Global Travel, Inc. have authorized the respective corporate Presidents of such corporations to file this Article of Merger with attached Plan and Agreement of Merger with the Florida Department of State as prescribed in Florida Statutes Section 607.0120(9) with the merger to take effect January 16, 1999.

IN WITNESS WHEREOF, Randolph C. Haddad, President of CRT Venture of Florida, Inc. and Linda Slator, President of All Global Travel, Inc. have set their hands as duly appointed officers of their respective corporations on the 12<sup>th</sup> day of January, 1999.

CRT VENTURE OF FLORIDA, INC.

By:   
Randolph C. Haddad, President

ALL GLOBAL TRAVEL, INC.

By:   
Linda Slator, President

PLAN OF MERGER  
BETWEEN CRT VENTURE OF FLORIDA, INC.  
AND  
ALL GLOBAL TRAVEL, INC.

ARTICLE 1. PLAN OF MERGER

Plan Adopted

1.01 A Plan of Merger of CRT Venture of Florida, Inc., a Florida Corporation, and All Global Travel, Inc., an Florida Corporation, pursuant to the provisions of 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) All Global Travel, Inc. ("AGT") shall be merged into CRT Venture of Florida, Inc. ("CRT").
- (b) The surviving corporation shall be CRT Venture of Florida, Inc. and shall be governed by the laws of the State of Florida.
- (c) The separate existence of AGT shall cease and CRT shall succeed, without other transfer, to all the rights and property of AGT and shall be subject to all of the debts and liabilities of AGT, in the same manner as if CRT had itself incurred them. All rights of creditors and all liens on the property of AGT 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 AGT shall exchange their shares of voting, common stock for voting, common shares of CRT in the manner set forth below:

EXHIBIT "A"

1. In exchange for the shares of AGT surrendered by its shareholders, CRT will issue and transfer, on the basis set forth in Article V below, shares of its voting, common stock. The issued stock shall be equal to six and seven tenths percent (6.7%) of all of the then issued and outstanding voting, common stock of CRT.
- (f) The Articles of Incorporation of CRT shall not be amended with respect to the merger.

## ARTICLE II. RECITALS OF ACQUIRING AND TARGET CORPORATIONS

### Target Corporation

- 2.01 (a) AGT 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.
- (b) AGT has one class of shares; namely, 7,500 shares of no-par, voting, common stock authorized. As of the date of this Agreement, 5,000 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 currently qualified to transact business as a foreign corporation in the State of Ohio.
- (b) CRT has one class of shares; namely, 1,000 shares of no-par common, voting stock. As of the date of this Agreement, 921.76 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 and Florida 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 AGT 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 Suite 6, 2561 Countryside Blvd., Clearwater, Florida 33761.
- (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, Suite 6, 2561 Countryside Blvd., Clearwater, Florida 33761.
- (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, Suite 200, 500 Madison Avenue, Toledo, Ohio 43604.

#### Effective Date

3.05 The effective date of the merger shall be 16<sup>th</sup> day of JANUARY, 1999.

#### 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 AGT 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 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:



- (b) This Agreement constitutes a binding and valid obligation of such corporation enforceable in accordance with its terms;
- (c) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida (as to AGT) 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;
- (d) It is full right, power, legal capacity and authority to enter into this Agreement;
- (e) Its financial statements (the "Financial Statements") for the fiscal year end 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;
- (f) 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;
- (g) 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;
- (h) 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;

- (i) All equipment and furniture are in good operating condition and repair, reasonable wear and tear expected;
- (j) 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;
- (k) 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;
- (l) To the best of its knowledge, it is not a part of or subject to the provisions of any decree or judgment of any court having jurisdiction or of any governmental agency, including without limitation, any decree or judgment finding that it committed an unfair labor practice;
- (m) 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;
- (n) 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. All taxes accrued or due and payable shall be paid in full by respective party;
- (o) It agrees that all reasonable attorney fees, accounting fees, cash advances owed to law firms, accounting firms or other entities involved in the completion of this Merger shall be paid by each of the respective party.
- (p) It acknowledges that, all due diligent investigations

have or may have been 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 shareholders of AGT shall surrender all outstanding shares of AGT to CRT after this Agreement shall become effective in exchange for shares of CRT, to which she is entitled, pursuant to Section 5.02 herein. Such exchange shall be based on the relative values of the corporation as agreed to by AGT and CRT.

### **Exchange Basis**

5.02 Linda Slator, the sole shareholder of AGT shall be entitled to receive 69.2 shares of no-par common, voting shares of CRT (6.71% of total outstanding shares) in exchange for all of the outstanding shares of AGT.

### **Issuance of Additional Shares**

5.03 At or prior to the time of merger, CRT shall issue in addition to the 69.23 shares of no-par common voting stock to be issued to AGT's sole shareholder, 69.23 shares to CRT's existing shareholders pro-rata.

## **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 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, IATAN or Carlson Travel).

#### **Termination 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 AGT, to Linda Slator at 6550 Central Avenue, St. Petersburg, Florida 33707, or to such other person or address as Linda Slator may furnish in writing to CRT.
- (b) In case of CRT, to Randolph C. Haddad, President, Suite 6, 2561 Countryside Blvd., Clearwater, Florida 33761 or to such other person or address as Randolph C. Haddad may furnish in writing to AGT.

### Entire Agreement

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 Florida.

IN WITNESS WHEREOF, this Plan and Agreement of Merger was  
executed on 12<sup>th</sup> day of JANUARY, 1999.

CRT VENTURE OF FLORIDA, INC.

By: 

Randolph C. Haddad, President

ALL GLOBAL TRAVEL, INC.

By: 

Linda Slator, Sole Shareholder  
and President