

V 63714

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August 5, 1999

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

FILED  
99 AUG 10 AM 10:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Re: Merger of ISRMS, Inc. into Hernando Jet Center, Inc.

Greetings:

Enclosed is an original of the Articles of Merger for the corporations named above.

I am also enclosing the our check for \$70.00 which includes the following charges:

1. The fee of \$35.00 per entity for articles of merger.

Two extra copies of the Articles are enclosed to be date stamped and returned to us in the enclosed pre-addressed, stamped envelope to be placed in the records of each corporation.

Your attention to this is appreciated.

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-08/10/99--01037--001  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Sincerely yours,



Anita C. Brannon

ACB/sam  
Enclosures

Original Articles of Merger  
Two Copies of Articles of Merger  
Pre-addressed, stamped envelope  
Check for \$70.00

Merger  
ACB  
8/17

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

ISRMS, INC., a Florida corporation, document number 644858

INTO

**HERNANDO JET CENTER, INC.**, a Florida corporation, V63714.

File date: August 10, 1999

Corporate Specialist: Karen Gibson

## ARTICLES OF MERGER

Pursuant to the provisions of *Section 607.1105, Florida Statutes*, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

FIRST:

The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by Florida law.

### AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated July 26, 1999, made by and between HERNANDO JET CENTER, INC. (hereinafter HERNANDO JET) and a majority of the directors thereof, parties of the first part, and ISRMS, INC. (hereinafter ISRMS) and a majority of the directors thereof, parties of the second part, said two corporations being hereinafter sometimes referred to as HERNANDO JET and ISRMS, respectively, or together as the Constituent Corporations,

WITNESSETH THAT:

WHEREAS, HERNANDO JET is a corporation organized and existing under the laws of the State of FLORIDA;

and

WHEREAS, HERNANDO JET has a capitalization consisting of 100 authorized shares of Common Stock, with no a par value, of which 100 shares are issued and outstanding; and

WHEREAS, ISRMS is a corporation organized and existing under the laws of the State of FLORIDA; and

WHEREAS, ISRMS has an authorized capitalization of 100 shares of Common Stock of which 35 shares are issued and outstanding having a par value of \$5.00 per share and 62.25 are treasury stock; and

WHEREAS, the respective Boards of Directors of the Constituent Companies have determined that it is advisable that ISRMS be merged into HERNANDO JET, on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of FLORIDA;

NOW THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that ISRMS be merged into HERNANDO JET, and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of converting the shares of ISRMS into shares of HERNANDO JET shall be as follows:

ARTICLE I. ISRMS and HERNANDO JET shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of FLORIDA, by ISRMS merging into HERNANDO JET, which shall be the surviving corporation. The separate existence of ISRMS shall cease and the existence of HERNANDO JET shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the general Corporation Law of the State of FLORIDA.

### ARTICLE II.

1. The Articles of Incorporation of HERNANDO JET shall continue to be its Articles of Incorporation following the effective date of the merger, except as amended as shown below to authorize the issuance of additional shares, hereafter until the same shall be further altered or amended hereafter. Article III of the Articles of Incorporation presently reads:

### ARTICLE III Capital Stock

The number of shares of stock that this corporation is authorized to have outstanding at any one time is one hundred (100) having a par value of no par per share.

Upon approval of the merger and as of the effective date of the merger, Article III, of the Articles of Incorporation is amended to provide:

### ARTICLE III Capital Stock

The number of shares of stock that this corporation is authorized to have outstanding at any one time is one thousand (1,000) shares of no par common stock.

2. The By-Laws of HERNANDO JET shall be and remain By-Laws of HERNANDO JET until altered, amended or repealed.

3. The directors and officers of HERNANDO JET in office on the effective date of the merger shall continue in office and shall constitute the directors and officers of HERNANDO JET for the term elected until their respective successors shall be elected or appointed and qualified, except that JERILYN DELVALLE, the Vice President and a Director of ISRMS, shall, on the effective date of the merger, be and become a Director of HERNANDO JET to serve until the next annual meeting of stockholders or until a successor is elected.

#### ARTICLE III. On the effective date of the merger:

1. HERNANDO JET shall possess all the rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, and duties of each of the Constituent Corporations; and all property, real, personal and mixed, together with the good will of the business and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in HERNANDO JET without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

2. HERNANDO JET shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or HERNANDO JET may be substituted in its place and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger. HERNANDO JET shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of HERNANDO JET.

3. The aggregate amount of the net assets of the Constituent Corporations which is available for payments of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by issuance of shares of stock or otherwise, shall continue to be available for the payment of dividends.

#### ARTICLE IV. The manner and basis of converting the shares of stock of each of the Constituent Corporations into shares of stock of HERNANDO JET are as follows:

1. HERNANDO JET will amend its articles to authorize one thousand (1,000) shares of common stock of no par value.

2. The shares of Preferred Stock and Common Stock of HERNANDO JET whether authorized or issued on the effective date of the merger shall not be converted or exchanged as a result of the merger, but upon the said date, all shares of Preferred Stock and Common Stock of HERNANDO JET theretofore authorized (whether issued or unissued) shall be and be deemed to be shares of Preferred Stock and Common Stock, respectively, of HERNANDO JET, and all such shares of stock of HERNANDO JET outstanding on the effective date of the merger (including shares held in the Treasury of HERNANDO JET) shall remain outstanding, shall be and be deemed fully-paid and non-assessable and shall retain all rights to accrued and unpaid dividends, if any.

2. Each share of Common Stock of ISRMS issued and outstanding on the effective date of the merger and all rights in respect thereof, shall, on said date, be converted into and exchanged for eleven (11) shares of presently authorized and unissued Common Stock of HERNANDO JET.

3. As soon as practicable after the effective date of the merger, each holder of an outstanding certificate or certificates theretofore representing shares of Common Stock of ISRMS shall surrender the same to HERNANDO JET, and such holder shall be entitled, upon such surrender, to receive in exchange therefor a certificate of certificates representing the number of whole shares of Common Stock of HERNANDO JET represented by the surrendered certificate or certificates.

4. All shares of Common Stock of HERNANDO JET into which shares of Common Stock of ISRMS are converted shall be fully-paid and nonassessable.

#### ARTICLE V. HERNANDO JET shall pay all expenses of accomplishing the merger.

ARTICLE VI. If at any time HERNANDO JET shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in HERNANDO JET the title to any property or rights of ISRMS, or to otherwise carry out the provisions hereof, the proper officers and directors of ISRMS as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and

do all things necessary or proper to vest, perfect or confirm title to such property or rights in HERNANDO JET.

ARTICLE VII. Each of the Constituent Corporations shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Florida, to consummate and make effective the merger, subject, however, to the appropriate vote or consent of the stockholders of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Florida.

ARTICLE VIII. The effective date of the merger shall be at the close of business on July 31, 1999, provided that upon such date, all acts and things shall have been done as shall be required for accomplishing the merger under the applicable provisions of the laws of the State of Florida, or on the first date thereafter on which all required acts have occurred.

ARTICLE IX. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the Plan of Merger may be abandoned by action of the Board of Directors of either HERNANDO JET or ISRMS at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of any one of the following events:

1. If the merger fails to obtain the requisite vote of stockholders of HERNANDO JET or of stockholders of ISRMS not later than the day of the meeting of the stockholders.
2. If, in the judgment of the Board of Directors of HERNANDO JET or of ISRMS, the merger would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor.

ARTICLE X. HERNANDO JET and ISRMS each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

IN WITNESS WHEREOF, the corporate parties hereto, pursuant to authority given by their respective Board of Directors, have caused this Agreement and Plan of Merger to be entered into and signed by their respective directors, or a majority of them, and in their respective corporate names by their respective Presidents and their corporate seals to be hereunto affixed, all as of the date and year first above written.

HERNANDO JET CENTER, INC.

ISRMS, INC.

BY: /s/ Robert DelValle  
Robert DelValle, President

BY: /s/ Robert DelValle  
Robert DelValle, President

/s/ Robert DelValle  
ROBERT DELVALLE, DIRECTOR

/s/ Jerilyn DelValle  
JERILYN DELVALLE, DIRECTOR

/s/ Robert DelValle  
ROBERT DELVALLE, DIRECTOR

## SECOND:

As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of shares of each class entitled to vote as a class on such Plan are as follows:

Name of Corporation	Number of shares outstanding	Entitled to Vote Number of Shares
HERNANDO JET	100	100

ISRMS, INC

35<sup>1</sup>

35

THIRD:

As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	Number of Shares	
	Total Voted For	Total Voted Against
HERNANDO JET	100	0
ISRMS, INC	35	0

Dated: July 27, 1999

HERNANDO JET, INC.

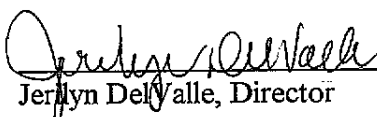
By: 

Robert DelValle  
Director and Its President

ISRMS, Inc.

By: 

Robert DelValle  
Director and Its President

  
Jerilyn DelValle, Director

<sup>1</sup>There were 97.25 shares issued; 62.25 shares are treasury stock.