

# State of Idaho

## Department of State

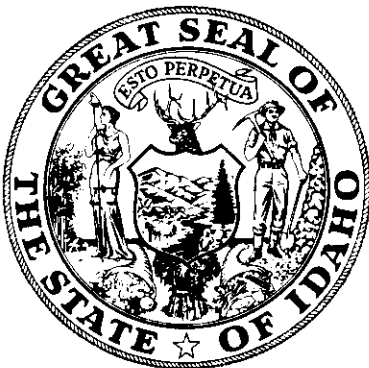
### CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of merger of SPLIT M. INC., FLYNN'S INC., and WINNER'S EDGE, INC.

into COASTAL AVIATION MANAGEMENT, INC., duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of merger.

Dated December 29, 19 89.



*Pete T. Cenarrusa*

SECRETARY OF STATE

*Angie Hales*  
Corporation Clerk

ARTICLES OF MERGER OF  
SPLIT M, INC.  
FLYNN'S INC.  
AND  
WINNER'S EDGE, INC.  
INTO  
COASTAL AVIATION MANAGEMENT, INC.

Dec 23 9 40 AM '83  
SECRETARY OF STATE

The undersigned domestic and foreign corporations hereby execute these Articles of Merger for the purpose of merging into one of such corporations:

I. The name of each of the undersigned corporations and the state in which it was organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
SPLIT M, INC.	IDAHO
FLYNN'S INC.	IDAHO
WINNER'S EDGE, INC.	IDAHO
COASTAL AVIATION MANAGEMENT, INC.	NORTH CAROLINA

II. This merger is permitted by the laws of the state under which each such foreign corporation is organized.

III. The name of the surviving corporation shall be COASTAL AVIATION MANAGEMENT, INC.; and it shall be a corporation organized under the laws of the State of North Carolina.

IV. Each undersigned foreign corporation has complied with applicable provisions of the laws of the state under which it is organized, and a copy of the Plan of Merger was duly approved by the shareholders of each undersigned domestic corporation in the manner prescribed by the law of the State of North Carolina and is attached hereto as an exhibit and incorporated herein fully by reference.

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


<u>NAME OF CORPORATION</u>	<u>NUMBER OF SHARES</u>	<u>ENTITLED TO VOTE AS A CLASS</u>
Split M, Inc.	2,000	None
Flynn's Inc.	2,000	None
Winner's Edge, Inc.	2,000	None
Coastal Aviation Management, Inc.	50,000	None


VI. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, were as follows:

<u>NUMBER OF SHARES</u>	<u>NAME OF CORPORATION</u>	<u>TOTAL VOTED FOR</u>	<u>TOTAL VOTED AGAINST</u>
2,000	Split M., Inc.	2,000	None
2,000	Flynn's Inc.	2,000	None
2,000	Winner's Edge, Inc.	2,000	None
50,000	Coastal Aviation Management, Inc.	50,000	None


IN WITNESS WHEREOF, these Articles are signed by the President and Secretary of each corporation this 26 day of December, 1989.


SPLIT M, INC.

BY:   
MICHAEL FERGUSON, President  
Split M, Inc.

BY:   
VALENE FERGUSON, Secretary  
Split M, Inc.

FLYNN'S INC.

BY:   
MICHAEL FERGUSON, President  
Flynn's Inc.

BY:   
VALENE FERGUSON, Secretary  
Flynn's Inc.

WINNER'S EDGE, INC.

BY: *Michael Ferguson*  
MICHAEL FERGUSON, President  
Winner's Edge, Inc.

BY: *Valene Ferguson*  
VALENE FERGUSON, Secretary  
Winner's Edge, Inc.

COASTAL AVIATION MANAGEMENT, INC.

BY: *Michael Ferguson*  
MICHAEL FERGUSON, President  
Coastal Aviation Management, Inc.

BY: *Valene Ferguson*  
VALENE FERGUSON, Secretary  
Coastal Aviation Management, Inc.

STATE OF Idaho

COUNTY OF Madison

I, Laklean Andreassen, a Notary Public, hereby certify that on this 26<sup>th</sup> day of December, 1989, personally appeared before me MICHAEL FERGUSON, who being by me first duly sworn, declared that he signed the foregoing document as President of Split M, Inc., Flynn's Inc., Winner's Edge, Inc. and Coastal Aviation Management, Inc., that he was authorized so to sign and that the statements therein contained are true.

My Commission Expires:

12-23-94

*Laklean Andreassen*  
NOTARY PUBLIC

STATE OF Idaho

COUNTY OF Madison

I, Laklean Andreassen, a Notary Public, hereby certify that on this 26<sup>th</sup> day of December, 1989, personally appeared before me VALENE FERGUSON, who being by me first duly sworn, declared that she signed the foregoing document as Secretary of Split M, Inc., Flynn's Inc., Winner's Edge, Inc. and Coastal Aviation Management, Inc., that she was authorized so to sign and that the statements therein contained are true.

My Commission Expires:

12-23-94

*Laklean Andreassen*  
NOTARY PUBLIC

EXHIBIT TO  
ARTICLES OF MERGER OF SPLIT M, INC., FLYNN'S INC.,  
AND WINNER'S EDGE, INC.  
INTO  
COASTAL AVIATION MANAGEMENT, INC.

PLAN OF MERGER

SPLIT M, INC.  
FLYNN'S INC.  
AND  
WINNER'S EDGE, INC.  
INTO  
COASTAL AVIATION MANAGEMENT, INC.

A. CORPORATIONS PARTICIPATING IN MERGER.

The names of the corporations proposing to merge, herein-  
after referred to collectively as the "Merging Companies", are:

SPLIT M, INC.  
FLYNN'S INC.  
WINNER'S EDGE, INC.  
COASTAL AVIATION MANAGEMENT, INC.

Split M, Inc., Flynn's Inc. and Winner's Edge, Inc., the  
Merging Companies, propose to merge into Coastal Aviation  
Management, Inc., hereinafter referred to as the "Surviving Company"  
which shall be the surviving corporation.

B. NAME OF SURVIVING COMPANY.

The name of the Surviving Company shall be Coastal  
Aviation Management, Inc.

C. MERGER OF MERGING COMPANIES INTO SURVIVING COMPANY.

Pursuant to the terms and conditions of this Plan, the  
Merging Companies shall be merged into the Surviving Company. Upon  
the merger of the Merging Companies into the Surviving Company, the  
corporate existence of the Merging Companies shall end, and the  
corporate existence of the Surviving Company shall continue. The  
time at which the merger becomes effective is hereinafter described  
as the "Effective Date".

D. CONVERSION AND EXCHANGE OF SHARES.

Upon the merger becoming effective, the outstanding shares  
of the corporations participating in the merger shall be converted  
and exchanged as follows:

1. Shares of Surviving Company. The shares of the  
Surviving Company outstanding on the Effective Date shall not be

converted nor altered in any manner as a result of the merger and shall remain outstanding as shares of the Surviving Company.

2. Shares of Merging Companies. Each outstanding share of the Merging Companies shall be converted into and exchanged for one (1) share of the Surviving Company, so that only shares of the Surviving Company shall be issued, exchanged and used in connection with the merger.

3. Fractional Shares. No fractional shares of the Surviving Company will be issued; however, any shareholder of the Merging Companies who would otherwise be entitled to receive a fractional share shall be given an additional whole share of the Surviving Company, if he or it would be entitled to a 5/10's or more of a fractional share; any shareholder of the Merging Companies who would receive less than 5/10's of a fraction of a share shall not receive any consideration for his or its fractional interest.

4. Surrender of Certificates of Merging Companies. Each holder of a certificate or certificates representing outstanding shares of the Merging Companies shall surrender the same to that company on or before the Effective Date; and the Merging Companies shall thereupon deliver that certificate or certificates to the Surviving Company. Each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of whole shares of the Surviving Company to which he is entitled under this Plan.

E. AMENDMENTS TO CHARTER.

There are no amendments to the charter of the Surviving Company.

F. ASSETS AND LIABILITIES OF MERGING COMPANIES.

On the Effective Date the Merging Companies shall transfer, convey and deliver to the Surviving Company all of the assets of the Merging Companies, tangible and intangible, real and personal; and the Surviving Company shall thereupon assume all of the debts, liabilities and obligations of the Merging Companies.

G. EFFECTIVE DATE.

The merger shall be effective 31 December 1989 at the close of business.

RECEIVED  
SEC. OF STATE  
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AGREEMENT APPOINTING IRREVOCABLE AGENT

FOR

SPLIT M, INC.

This Agreement entered into this 26th day of December, 1989, pertaining to the above Corporation;

WHEREAS, the above named Corporation merged with COASTAL AVIATION MANAGEMENT, INC. a North Carolina Corporation; and

WHEREAS, pursuant to Idaho Code Section 30-1-77 it specifically states that a domestic Corporation merging with a foreign Corporation shall sign an Agreement wherein it may be served with process within the State of Idaho;

IT IS HEREBY AGREED AS FOLLOWS:

That the aforementioned Corporation does hereby irrevocably appoint the Secretary of State of the State of Idaho as its agent to accept service of process for and in behalf of the Corporation.

That this irrevocable appointment is made with the approval of the sole Shareholders and Directors of the above named Corporation.

SPLIT M, INC.

By: Michael D. Ferguson  
Michael D. Ferguson  
President

By: Valene Ferguson  
Valene Ferguson  
Secretary