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Articles of Merger
filed 12-5-64

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RYDER TRUCK RENTAL, INC.

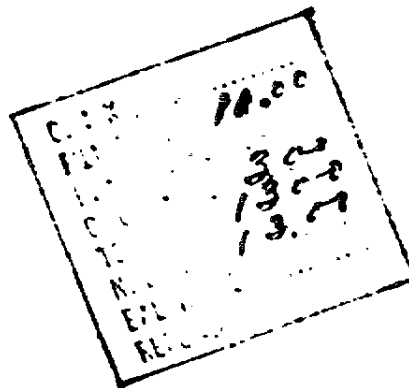
**MERGER AGREEMENT between
RYDER TRUCK RENTAL, INC., a
Florida corporation, &
TRANSPORT SYSTEMS, INC., a
California corporation, merg-
ing under the name of RYDER
TRUCK RENTAL, INC., the con-
tinuing corp.**

**FILED IN OFFICE OF SECRETARY
OF STATE, STATE OF FLORIDA,
by MRC on Dec. 5, 1966.**

**TOM ADAMS
SECRETARY OF STATE**

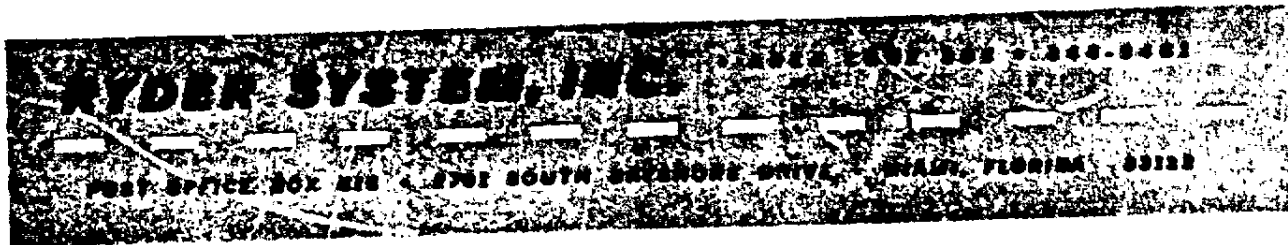
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DEC-5-66 #2 79060 *****10.0



FILED
DEC 5 3 38 PM '66
SEAL STATE
TALLAHASSEE, FLORIDA

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December 2, 1966

FILED
DEC 5 3 38 PM '66
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LAW DEPARTMENT
ARNOLD B. BRAUN
General Counsel
DANIEL H. O'CONNELL

Mrs. G. M. Beasley
Office of Secretary of State
Tallahassee, Florida

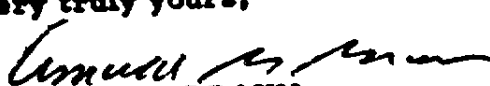
Dear Mrs. Beasley:

Enclosed herewith you will find an original and two executed duplicate copies of an Agreement of Merger between Ryder Truck Rental, Inc. (a Florida corporation) and Transport Systems, Inc. (a California corporation) under the terms of which Ryder Truck Rental, Inc. is the surviving corporation. Please accept this for filing and return the other two copies certified as filed with your office.

If it is at all possible, could you return the original copy certified, since the State of California requires a copy satisfactory for micro-filming. A check to cover the filing fee has been sent to you under separate cover.

Should you have any questions in connection with this, please do not hesitate to call me collect.

Very truly yours,


ARNOLD B. BRAUN
General Counsel

ABB/ef
encl

*Beasley's
pay*

CHECK NUMBER

RYDER TRUCK RENTAL, INC.

1642 N. W. 21ST TERRACE MIAMI, FLORIDA

N 11281

VENDOR NUMBER	LOCATION CODE	INVOICE DATE	INVOICE NUMBER	REFERENCE NUMBER	INVOICE AMOUNT	DISCOUNT AMOUNT	AMOUNT PAID
		12 2 66		835046	\$16.00		\$16.00
For: Agreement of Merger between Ryder Truck Rent. I, Inc., & Transport Systems, Inc., 2 Certified Copies @ \$3.00 each							<i>Note</i> \$10.00 6.00

FILED
DEC 5 3 38 PM '66
SEAL OF THE STATE
TALLAHASSEE, FLORIDA

AGREEMENT OF MERGER made and entered into, this day of *December*, A.D. 1966, by and between HYDER TRUCK RENTAL, INC., hereinafter sometimes referred to as "HYDER", a corporation organized and existing under the laws of the State of Florida, and a majority of the directors thereof, parties of the first part, and TRANSPORT SYSTEMS, INC., hereinafter sometimes referred to as "TRANSPORT", a corporation organized and existing under the laws of the State of California and a majority of the directors thereof, parties of the second part.

WHEREAS, said HYDER was incorporated and is existing under the laws of the State of Florida, and has a maximum amount of capital stock, which it is authorized to have outstanding, of 100 shares of common stock, all without nominal or par value; all of which are now issued and outstanding; and

WHEREAS, said TRANSPORT was incorporated and is existing under the laws of the State of California and has a maximum amount of capital stock, which it is authorized to have outstanding, of 500,000 shares of common stock having a par value of One Dollar (\$1.00) each, of which 70,179 shares of said common stock are now issued and outstanding; and

WHEREAS, the principal office of HYDER, in the State of Florida, is located at 1642 N.W. 21st Terrace, in the City of Miami, County of Dade, and the principal office of TRANSPORT, in the State of California, is located at 140 North Avenue, in the City of Los Angeles, County of Los Angeles; and

WHEREAS, the Board of Directors of each of the corporations, parties hereto, to the end that greater efficiency and economy in the management of the business carried on by each corporation may be accomplished, deem it advisable and generally to the advantage and welfare of said corporations and their respective stockholders, that such corporations merge into a single corporation, under and pursuant to the provisions of Chapter 608, Florida Statutes, and Sec. 4118 of the California Corporation Code of 1947, as amended, which corporation shall be HYDER TRUCK RENTAL, INC., the Florida corporation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, provisions and grants

hereinafter contained the corporations, parties to this agreement, by and between their respective board of directors have agreed and do hereby agree each with the other that pursuant to the provisions of Chapter 608, Florida Statutes, and Sec. 4118 of the California Corporation Code of 1947, as amended, RYDER, the party of the first part, and TRANSPORT, party of the second part, shall be and the same hereby are merged into a single corporation which shall be the party of the first part, which is a corporation organized and existing under the laws of the State of Florida.

FIRST: The name of the corporation which is to survive the merger, herein authorized, shall be RYDER TRUCK RENTAL, INC.

SECOND: The general nature of the business and the objects and purposes proposed to be transacted and carried on, are to do any and all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in connection therewith to have all powers given and granted unto corporations under Chapter 608.13 of the Compiled General Laws of Florida, 1959, and to any other rights and powers vested in corporations for profit under Chapter 28170 of the Laws of Florida, 1959, or as may be granted under any amendments thereto at any time hereafter. Without excluding any of the general powers or right to conduct the general nature of the business or businesses above described, this corporation shall specifically have the right to buy and sell real estate, engage in the motor vehicle and general equipment leasing business, to buy and hold stocks in other corporations, to render management services and to perform each and every act authorized for corporations under the laws of the State of Florida, not specifically reserved for special and chartered corporations such as banking and trust companies

or other corporations which require special incorporation and approval under the other statutes of this State.

THIRD: The maximum number of shares that the corporation is authorized to have outstanding at any one time is One Hundred (100) shares of common stock, all of which shall be without par value. Such stock may be issued by the corporation from time to time for such consideration as may be fixed by the board of directors thereof.

FOURTH: The amount of capital with which the corporation will begin business is \$500.00 Dollars.

FIFTH: The corporation is to have perpetual existence unless sooner dissolved.

SIXTH: The principal office of the corporation shall be in Miami, Dade County, Florida, with the privilege of having branch offices at other places within or without the State of Florida, or within or without the United States of America.

SEVENTH: The number of directors of the corporation shall be not less than three (3) nor more than fifteen (15).

EIGHTH: The names and post office addresses of the directors and the President, Secretary, Treasurer and other officers who shall hold office in the first year or until their successors are elected and have qualified are:

DIRECTORS

J. Ryder
C. W. Jordan
J. J. Davis
E. M. Prussing
A. B. Braun

POST OFFICE ADDRESSES

2701 So. Bayshore Dr., Miami, Florida
2701 So. Bayshore Dr., Miami, Florida
2701 So. Bayshore Dr., Miami, Florida
2701 So. Bayshore Dr., Miami, Florida
2701 So. Bayshore Dr., Miami, Florida

OFFICERSPOST OFFICE ADDRESS

President	C. W. Jordan	2701 So. Bayshore Dr. Miami, Florida
Vice Pres. & Treas.	J. J. Davis	2701 So. Bayshore Dr. Miami, Florida
Vice President	E. M. Prussing	2701 So. Bayshore Dr. Miami, Florida
Vice President	M. V. Allen	2701 So. Bayshore Dr. Miami, Florida
Secretary	A. B. Braun	2701 So. Bayshore Dr. Miami, Florida
Asst. Secretary	D. K. O'Connell	2701 So. Bayshore Dr. Miami, Florida
Asst. Treasurer	J. Manning	2701 So. Bayshore Dr. Miami, Florida
Asst. Treasurer	J. D. Speck	2701 So. Bayshore Dr. Miami, Florida
Controller	R. Kacer	1642 N.W. 21st Terrace Miami, Florida

NINTH: The manner of converting the issued and outstanding shares of the surviving corporation and of the constituent corporation shall be as follows:

1. Inasmuch as RYDER owns all the authorized, issued and outstanding shares of TRANSPORT, there shall be no change in the authorized capital stock or in the issued and outstanding shares of RYDER.

2. Forthwith upon the filing of this agreement as required by law, all issued and outstanding shares of the capital stock of TRANSPORT shall be surrendered and cancelled and no shares of the surviving corporation shall be issued in exchange therefor, and the authorized and presently existing issued and outstanding shares of the capital stock of RYDER TRUCK RENTAL, INC., shall constitute the only shares of the capital stock of the surviving corporation, to wit: One Hundred (100) shares without nominal or par value.

TENTH: The terms and conditions of the merger are as follows:

Until altered, amended or repealed, as therein provided, by the by-laws of RYDER TRUCK RENTAL, INC., the survivor, as in effect at the date of this agreement, shall be the by-laws of the surviving corporation.

The first board of directors and the officers of the corporation shall be those hereinbefore named and they shall continue until their successors, respectively, are elected in accordance with the by-laws.

The surviving corporation shall pay all expenses of carrying into effect and of accomplishing the merger.

Upon the date when this agreement shall become effective, the separate existence of said constituent corporation shall cease and said constituent corporation shall be merged into RYDER TRUCK RENTAL, INC., the surviving corporation, in accordance with the provisions of this agreement, which surviving corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature and be subject to all the restrictions, disabilities, the duties of each of the corporations, parties to this agreement, and all and singular, the rights, privileges, powers and franchises of each of said corporations, and all property, real, personal and mixed, and all debts due to each of such corporations shall be vested in the surviving corporation; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectively the property of the surviving corporation as they were of the constituent corporation, and the title to any real estate, whether by deed or otherwise, vested in said corporation, shall not revert or be in any way impaired by reason of this merger, provided that

all rights of creditors and all liens upon the property of said corporation shall be preserved unimpaired, and all debts, liabilities, and duties of said constituent corporation shall thenceforth attach to the said surviving corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, including any reports and taxes which may be legally found due from any of the constituent corporations.

If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law or any things are necessary or desirable to vest in said surviving corporation, according to the terms hereof, the title to any property or rights of said constituent corporation, the proper officers and directors of said surviving corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the surviving corporation, and otherwise to carry out the purposes of this agreement of merger.

The surviving corporation reserves the right to amend, alter, change or repeal any provision contained in this agreement of merger which may be contained in the certificate of incorporation of a corporation organized under Chapter 608, Florida Statutes, 1955, in the manner now or hereafter prescribed by said Chapter 608, and all rights conferred upon stockholders herein are granted subject to this reservation.

ELEVENTH: This agreement of merger shall be submitted to the stockholders of each of the corporations parties hereto, to be considered by them and adopted, either at meetings separately called and held in accordance with the provisions in that behalf contained in the law under which they were respectively organized; and if approved and adopted by the affirmative vote of that

proportion of the stockholders required by the statutes respectively under which the other constituent corporation was organized, it shall be executed by the proper officers of each of the parties hereto in the manner required by the laws of each state, respectively, whereupon one of the originally executed copies of the joint plan and agreement shall be filed in the office of the Secretary of State of Florida, as required by the provisions of Section 608.20, Florida Statutes, 1955; after which a copy certified to by the Secretary of State of Florida shall be filed into the Secretary of State of California.

TWELFTH: This Agreement shall be effective as of the close of business on December 31, 1966.

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Agreement of Merger in the manner now or hereafter prescribed by the statutes of Florida, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, a majority of the directors of RYDER TRUCK RENTAL, INC., party of the first part, and a majority of the directors of TRANSPORT SYSTEMS, INC., party of the second part, being each of the parties to this Agreement, have, this 1st day of December, 1966, signed this Agreement of Merger under the corporate seals of said corporations.

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Eugene R. M. Legger

W. S. [Signature]
J. D. [Signature]

A Majority of the Directors of
RYDER TRUCK RENTAL, INC.

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

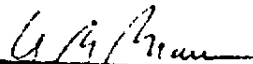
Eugene R. M. Legger

W. S. [Signature]
J. D. [Signature]

A Majority of the Directors of
TRANSPORT SYSTEMS, INC.

I, A. B. Braun, Secretary of RYDER TRUCK RENTAL, INC., a corporation of the State of Florida, DO HEREBY CERTIFY, in accordance with the provisions of the Florida Statutes, that the foregoing Agreement of Merger of RYDER TRUCK RENTAL, INC. and TRANSPORT SYSTEMS, INC. was submitted to the stockholders of said RYDER TRUCK RENTAL, INC. at a meeting thereof called separately from any meeting of the stockholders of said TRANSPORT SYSTEMS, INC. for the purpose of taking the same into consideration, and duly held in accordance with the provisions of the Florida Statutes, and that at said meeting said Agreement of Merger was considered and a vote by ballot, in person or by proxy, was taken for the adoption or rejection of the same, and the votes of the stockholders of said RYDER TRUCK RENTAL, INC. entitling them to exercise at least a majority of the voting power on a proposal to merge said corporation with another were for the adoption of said Agreement.

IN WITNESS WHEREOF, I have hereunto signed by name and affixed the seal of said RYDER TRUCK RENTAL, INC. this 15th day of December, 1966.


A. B. Braun, Secretary of
RYDER TRUCK RENTAL, INC.

(CORPORATE SEAL)

I, A. B. Braun, Secretary of TRANSPORT SYSTEMS, INC., a corporation of the State of California, DO HEREBY CERTIFY, in accordance with the provisions of the California Statutes, that the foregoing Agreement of Merger of RYDER TRUCK RENTAL, INC. and TRANSPORT SYSTEMS, INC. was submitted to the stockholders of said TRANSPORT SYSTEMS, INC. at a meeting thereof called separately from any meeting of the stockholders of said RYDER TRUCK RENTAL, INC. for the purpose of taking the same into consideration, and duly held in accordance with the provisions of the California Statutes, and that at said meeting said Agreement of Merger was considered and a vote by ballot, in person or by proxy, was taken for the adoption or rejection of the same, and the votes of the stockholders of said TRANSPORT SYSTEMS, INC., entitling them to exercise at least a majority of the voting power of said corporation on a proposal to merge said corporation with another, were for the adoption of said Agreement.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of said TRANSPORT SYSTEMS, INC., this 15th day of December, 1966.


A. B. Braun, Secretary of
TRANSPORT SYSTEMS, INC.

(CORPORATE SEAL)

THE ABOVE AGREEMENT OF MERGER, having been executed by a majority of the Board of Directors of each of the corporations, parties thereto, and having been adopted by the stockholders of each of said corporations, the President and Secretary of each

corporate party hereto, do now hereby execute this Agreement and Act of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 15th day of December, 1966.

RYDER TRUCK RENTAL, INC.

By C. W. Jordan 9/17
C. W. Jordan - President
By A. B. Braun
A. B. Braun - Secretary

(CORPORATE SEAL)

TRANSPORT SYSTEMS, INC.

By C. W. Jordan 9/17
C. W. Jordan - President
By A. B. Braun
A. B. Braun - Secretary

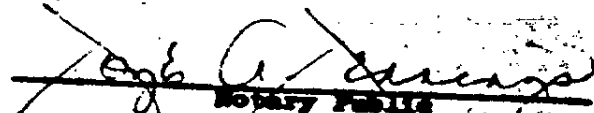
(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF DADE } ss.

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared C. W. Jordan, to me known and known to be the person described in and who executed the foregoing Agreement of Merger as president of RYDER TRUCK RENTAL, INC., a corporation of the State of Florida, and one of the corporations described in and party to the foregoing Agreement of Merger, and acknowledged before me that he executed the same as such president of said corporation and that the foregoing Agreement of Merger is the act, deed and agreement of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 15th day of December, A.D. 1966.

(NOTARIAL SEAL)


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 22, 1968
BONDED THROUGH FRANK W. BENTLEY, JR.

STATE OF FLORIDA }
COUNTY OF DADE } SS.

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared C. W. Jordan, to me known and known to be the person described in and who executed the foregoing Agreement of Merger as president of TRANSPORT SYSTEMS, INC., a corporation of the State of California, and one of the corporations described in and party to the foregoing Agreement of Merger, and acknowledged before me that he executed the same as such president of said corporation and that the foregoing Agreement of Merger is the act, deed and agreement of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 1ST day of December, A.D. 1966.

(NOTARIAL SEAL)

C. W. Jordan
Notary Public
NOTARY PUBLIC, STATE OF FLORIDA OR LAUREL
MY COMMISSION EXPIRES JAN. 28, 1968
BONDED IN FULL BY W. M. M. M. M. M.