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Articles of Merger
Filed 4-2-69

16 pgs.

A-76669-(r)

Agreement of Merger between
RYDER TRUCK RENTAL, INC., a
Fla. corp., and RYDER TRUCK
RENTAL OF WISCONSIN, INC.,
a Wisc. corp., merging into
and under the name of RYDER
TRUCK RENTAL, INC., the con-
tinuing corporation.

RYDER TRUCK RENTAL, INC., the
Fla. corp., is the continuing
corp.

FILED IN OFFICE OF SECRETARY
OF STATE, STATE OF FLORIDA.
by..Jb....on..April 2..1969

TOM ADAMS
SECRETARY OF STATE

3-31-69

From the desk of

RICHARD T. RIZZI

Mrs. Sims:

Mr. Dickinson of the Legal Dept. of Ryder truck Rental will be forwarding directly to you Agreement of Merger on behalf of RYDER TRUCK RENTAL, INC. (Fla.) which will survive. Attached is our check for \$10.00 to cover the fee. Please file on Wednesday, April 2, 1969 in accordance with Mr. Dickinson's request and forward the usual evidence to this office.

Many thanks for your assistance.

R. T. Rizzi
C T - Atlanta

C. TAX _____
FILING _____ 10
R. _____
C. _____ TC
TCT _____ 10

CT CORPORATION SYSTEM
1820 FIRST NATL BANK BLDG.
ATLANTA, GEORGIA 30303
523-0546 AREA CODE 404

DUE

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RYDER SYSTEM, INC. • AREA CODE 305 • 344-8461

POST OFFICE BOX 816 • 2701 SOUTH BAYSHORE DRIVE • MIAMI, FLORIDA 33133

March 31, 1969

LAW DEPARTMENT

ARNOLD B. BRAUN
VICE-PRESIDENT-LAW
DANIEL K. O'CONNELL
SECRETARY/GENERAL COUNSEL
JAMES A. RYDER, JR.
ROBERT C. DICKINSON

Secretary of State
State of Florida
Tallahassee, Florida

Attention Mrs. Nettie Sims
Corporate Department

FILED
1969 APR -2 PM 3:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Gentlemen:

Enclosed for filing in your office is an Agreement of Merger between Ryder Truck Rental, Inc. and Ryder Truck Rental of Wisconsin, Inc. Please make the filing effective April 2, 1969.

You will receive the filing fee from C. T. Corporation System on or before the filing date. Please complete the handling of this filing in the manner specified by C. T. Corporation System.

Very truly yours,

R. C. Dickinson

R. C. Dickinson

RCD/ef
enclosure

cc: C. T. Corporation System
1820 First National Bank Building
Atlanta, Georgia 30303

File
11-2-69

AGREEMENT OF MERGER made and entered into, this 27th day of March , A.D. 1969, by and between RYDER TRUCK RENTAL, INC., hereinafter sometimes referred to as "RYDER", 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 RYDER TRUCK RENTAL OF WISCONSIN, INC., hereinafter sometimes referred to as "WISCONSIN RYDER", a corporation organized and existing under the laws of the State of Wisconsin and a majority of the directors thereof, parties of the second part.

WHEREAS, said RYDER, party of the first part, 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 one hundred (100) shares of common stock without nominal or par value, of which capital stock, one hundred (100) shares of said common stock are now issued and outstanding; and

WHEREAS, said WISCONSIN RYDER, party of the second part, was incorporated and is existing under the laws of the State of Wisconsin and has a maximum amount of capital stock, which it is authorized to have outstanding, of two hundred thousand (200,000) shares of common stock having a par value of One Dollar (\$1.00) per share, of which capital stock, one hundred eighteen thousand, one hundred sixty (118,160) shares of said common stock are now issued and outstanding; and

WHEREAS, the principal office of RYDER, the party of the first part, in the State of Florida, is located at

2701 Bayshore Drive, in the City of Miami, County of Dade, and the principal office of WISCONSIN RYDER, the party of the second part, in the State of Wisconsin, is located in the City of Madison, County of Dane; 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 new corporation, under and pursuant to the provisions of Chapter 608, Florida Statutes, which corporation shall be the party of the first part.

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 boards of directors have agreed and do hereby agree each with the other that pursuant to the provisions of Chapter 608, Florida Statutes, RYDER, the party of the first part, and WISCONSIN RYDER, 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, and to any other rights and powers vested in corporations for profit under Chapter 28170 of the Laws of Florida, 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.

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

FIFTH: The corporation is to have perpetual existence.

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 the 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 and treasurer, who shall hold office in the first year or until their successors are elected and have qualified are:

<u>DIRECTORS</u>	<u>POST OFFICE ADDRESSES</u>
James A. Ryder	2701 South Bayshore Drive Miami, Florida
M. V. Allen	2701 South Bayshore Drive Miami, Florida
John J. Davis	2701 South Bayshore Drive Miami, Florida
Arnold B. Braun	2701 South Bayshore Drive Miami, Florida

	<u>OFFICERS</u>	<u>POST OFFICE ADDRESSES</u>
President	M. V. Allen	2701 South Bayshore Drive Miami, Florida
Secretary	Daniel O'Connell	2701 South Bayshore Drive Miami, Florida
Treasurer	John D. Speck	2701 South Bayshore Drive 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 TRUCK RENTAL, INC. owns all the authorized, issued and outstanding shares of RYDER TRUCK

RENTAL OF WISCONSIN, INC., there shall be no change in the authorized capital stock or in the issued and outstanding shares of RYDER TRUCK RENTAL, INC.

2. Upon the effective date of this merger, all issued and outstanding shares of the capital stock of RYDER TRUCK RENTAL OF WISCONSIN, INC. 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, in effect at the date of this agreement, shall be the by-laws of the surviving corporation.

The directors and the officers of RYDER TRUCK RENTAL, INC., on the effective date of this merger, shall be the directors and officers of the surviving corporation 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 effective date of this merger, 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 the constituent corporation.

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, 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.

TWELFTH: This Agreement shall be effective as of the close of business on April 2, 1969.

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 RYDER TRUCK RENTAL OF WISCONSIN, INC., party of the second part, being each of the parties to this Agreement, have, this 27th day of March, 1969, signed this Agreement of Merger under the corporate seals of said corporations.

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Edythe R. M. Legger

M. V. Allen
M. V. Allen

Arnold B. Braun
Arnold B. Braun

John J. Davis
John J. Davis

A Majority of the Directors of
Ryder Truck Rental, Inc.

M. V. Allen
M. V. Allen

Arnold B. Braun
Arnold B. Braun

John J. Davis
John J. Davis

A Majority of the Directors of
Ryder Truck Rental of Wisconsin,
Inc.

Signed, sealed and delivered
in the presence of:

Edythe R. M. Legger

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 M. VAN ALLEN, 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 OF WISCONSIN, INC., a corporation of the State of Wisconsin, 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 27 day of March , A.D. 1969.

(NOTARIAL SEAL)


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 7, 1969
BONDED THROUGH FRED W. BRETELHOFF

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 M. VAN ALLEN, 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 27 day of March A.D. 1969.

(NOTARIAL SEAL)



Notary Public
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 7, 1969
BONDED THROUGH FRED W. CRISTENHORST

I, D. K. O'Connell, 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 RYDER TRUCK RENTAL OF WISCONSIN, 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 RYDER TRUCK RENTAL OF WISCONSIN, 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 my name and affixed the seal of said RYDER TRUCK RENTAL, INC. this 27th day of March , 1969.

(CORPORATE SEAL)

D.K. O'Connell
D. K. O'Connell
Secretary of RYDER TRUCK RENTAL,
INC.

I, D. K. O'Connell, Secretary of RYDER TRUCK RENTAL OF WISCONSIN, INC., a corporation of the State of Wisconsin, DO HEREBY CERTIFY, in accordance with the provisions of the Florida Statutes, that the foregoing Agreement of Merger of RYDER TRUCK RENTAL, INC. and RYDER TRUCK RENTAL OF WISCONSIN, INC. was submitted to the stockholders of said RYDER TRUCK RENTAL OF WISCONSIN, 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 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 OF WISCONSIN, 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 RYDER TRUCK RENTAL OF WISCONSIN, INC. this 27th day of March , 1969.

D. K. O'Connell
D. K. O'Connell
Secretary of RYDER TRUCK RENTAL
OF WISCONSIN, INC.

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 27th day of March , 1969.

RYDER TRUCK RENTAL, INC.

(CORPORATE SEAL)

By *W. Allen*
President

By *Daniel K. O'Connell*
Secretary

RYDER TRUCK RENTAL OF WISCONSIN,
INC.

(CORPORATE SEAL)

By *W. Allen*
President

By *Daniel K. O'Connell*
Secretary