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ATTN: CHERYL

Attached are the corrected Articles of Merger with the Agreement and Plan of Merger sent earlier today. Please file today (4/9/08).

Thanks

MERGER OR SHARE EXCHANGE

Kennard Development Company, Inc.

Certificate of Status	0
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ARTICLES OF MERGER
of

CRANBROOK, INC.
(a Florida corporation)

GATEWAY ANIMAL HOSPITAL, P.A.
THOMAS O. KENNARD, JR. D.V.M
ALICE M. SIMS D.V.M
(a Florida corporation)

with and into
KENNARD DEVELOPMENT COMPANY, INC.
(a Florida corporation)

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Pursuant Section 607.1101, Florida Statutes, Cranbrook, Inc., a Florida corporation ("Cranbrook"), Gateway Animal Hospital, P.A. Thomas O. Kennard, Jr. D.V.M, Alice M. Sims D.V.M., a Florida corporation ("Gateway") and Kennard Development Company, Inc., a Florida corporation ("Kennard Development"), submit these Articles of Merger:

1. A copy of the Agreement and Plan of Merger (the "Plan") with respect to the merger of Cranbrook and Gateway with and into Kennard Development is attached to these Articles of Merger as Exhibit "A" and is specifically incorporated herein by this reference.
2. The effective date of the merger shall be as of the date these Articles of Merger are filed by the Florida Secretary of State.
3. The Plan was approved by written consent of the shareholders of Cranbrook on April 2, 2008, in accordance with the applicable provisions of Chapter 607, Florida Statutes.
4. The Plan was approved by written consent of the shareholders of Gateway on April 2, 2008, in accordance with the applicable provisions of Chapter 607, Florida Statutes.
5. The Plan was approved by written consent of the shareholders of Kennard Development on April 2, 2008, in accordance with the applicable provisions of Chapter 607, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names this 2nd day of April, 2008.

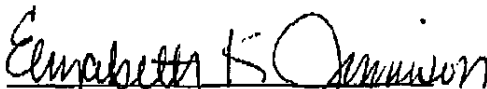
CRANBROOK, INC.:


ELIZABETH K. JENNISON,
President

**GATEWAY ANIMAL
HOSPITAL, P.A., THOMAS O.
KENNARD, JR. D.V.M, ALICE M.
SIMS D.V.M.:**


ELIZABETH K. JENNISON,
President

**KENNARD DEVELOPMENT
COMPANY, INC.:**


ELIZABETH K. JENNISON,
President

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
of**

CRANBROOK, INC.
(a Florida corporation)

GATEWAY ANIMAL HOSPITAL, P.A.
THOMAS O. KENNARD, JR. D.V.M
ALICE M. SIMS D.V.M
(a Florida corporation)

with and into
KENNARD DEVELOPMENT COMPANY, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 2nd day of April, 2008, by and between **CRANBROOK, INC.**, a Florida corporation ("Cranbrook") and **GATEWAY ANIMAL HOSPITAL, P.A. THOMAS O. KENNARD, JR. D.V.M., ALICE M. SIMS D.V.M.**, a Florida corporation ("Gateway") and **KENNARD DEVELOPMENT COMPANY, INC.**, a Florida corporation ("Kennard Development") (Cranbrook and Gateway are hereinafter collectively referred to as the "Merged Corporations" and the Merged Corporations together with Kennard Development are hereinafter collectively referred to as the "Entities").

WITNESSETH:

WHEREAS, Cranbrook is a corporation organized and existing under the laws of the State of Florida, with its principal office at 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216;

WHEREAS, Gateway is a corporation organized and existing under the laws of the State of Florida, with its principal office at 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216;

WHEREAS, Kennard Development is a corporation organized and existing under the laws of the State of Florida, with its principal office at 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216;

WHEREAS, ELIZABETH K. JENNISON, as Trustee of the THOMAS O. KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, ELIZABETH K. JENNISON, as Trustee of the RUTH SUZANNA KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, and ELIZABETH K. JENNISON, individually, are the sole shareholders of Cranbrook;

WHEREAS, ELIZABETH K. JENNISON, as Trustee of the THOMAS O. KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, and ELIZABETH K. JENNISON, individually, are the sole shareholders of Gateway;

WHEREAS, ELIZABETH K. JENNISON, as Trustee of the THOMAS O. KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, is the sole shareholder of Kennard

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Development;

WHEREAS, the laws of the State of Florida permits a merger of a corporation with and into another corporation; and

WHEREAS, the respective Boards of Directors and the shareholders of each of the Entities have deemed it advisable to merge Cranbrook and Gateway with and into Kennard Development (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Entities have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

On the Effective Date, as defined in Article IX below, the Merger shall become effective, at which time the separate existence of Cranbrook and Gateway shall cease and Cranbrook and Gateway shall be merged, pursuant to Section 607.1101, Florida Statutes, with and into Kennard Development, which shall continue its existence as a Florida corporation and be the corporation surviving the Merger (the "Surviving Corporation").

ARTICLE II

The Surviving Corporation shall be governed by the laws of the State of Florida. On the Effective Date, the Articles of Incorporation of Kennard Development as filed with the Secretary of State of the State of Florida shall be the Articles of Incorporation of the Surviving Corporation until further amended in the manner provided by law.

ARTICLE III

On the Effective Date, the President of the Surviving Corporation will be ELIZABETH K. JENNISON, 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216.

ARTICLE IV

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, the stock of Gateway shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto.
2. The shareholders of Gateway shall receive stock of Kennard Development in exchange for their interests in Gateway. The value of Gateway constitutes 5% of the

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combined value of the Entities and the shareholders of Gateway shall receive 5% of the stock of Kennard Development as follows:

Voting Shares:

ELIZABETH K. JENNISON .05 Shares

Non-Voting Shares:

THOMAS O. KENNARD
REVOCABLE TRUST 4.95 Shares

- 3. On the Effective Date, the stock of Cranbrook shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto.
- 4. The shareholders of Cranbrook shall receive stock of Kennard Development in exchange for their interests in Cranbrook. The value of Cranbrook constitutes 7% of the combined value of the Entities and the shareholders of Cranbrook shall receive 7% of the stock of Kennard Development as follows:

Voting Shares:

ELIZABETH K. JENNISON .07 Shares

Non-Voting Shares:

THOMAS O. KENNARD
REVOCABLE TRUST 1.726 Shares

RUTH SUZANNA KENNARD
REVOCABLE TRUST 3.472 Shares

ELIZABETH K. JENNISON 1.732 Shares

- 5. The stock of Kennard Development shall remain issued and outstanding after the Effective Date. The value of Kennard Development constitutes 88% of the combined value of the Entities and the shareholders of Kennard Development shall receive 88% of the stock of Kennard Development as follows:

Voting Shares:

THOMAS O. KENNARD
REVOCABLE TRUST .88 Shares

Non-Voting Shares:

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THOMAS O. KENNARD
REVOCABLE TRUST

87.12 Shares

ARTICLE V

At such time as the Merger becomes effective, title to all of the assets of the Merged Corporations shall be vested in the Surviving Corporation without reversion or impairment and the Surviving Corporation shall thenceforth be responsible for all of the liabilities and obligations of the Merged Corporations. Any proceeding pending against the Merged Corporations may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

ARTICLE VI

Prior to and from and after the Effective Date, the Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merged Corporations, the last acting shareholders of the Merged Corporations, or the President of the Surviving Corporations, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

On the Effective Date (defined below), all of the assets, liabilities, reserves and accounts of the Entities shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said Entities, subject to such adjustments or eliminations of inter-company items as may be appropriate giving effect to the Merger.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Entities by appropriate resolution of any of the shareholders of the Entities at any time prior to the Effective Date (defined below) of the Merger.

ARTICLE IX

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida. The Merger shall become effective as of the date the Articles of Merger are filed by the Florida Secretary of State (the "Effective Date").

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ARTICLE X

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

IN WITNESS WHEREOF, Cranbrook has caused this Agreement to be signed in its name by its duly authorized President as of the date first above written, Gateway has caused this Agreement to be signed in its name by its duly authorized President as of the date first above written and Kennard Development has caused this Agreement to be signed in its name by its duly authorized President as of the date first above written.

CRANBROOK, INC.:



ELIZABETH K. JENNISON, President

**GATEWAY ANIMAL HOSPITAL, P.A.,
THOMAS O. KENNARD D.V.M., ALICE M.
SIMS D.V.M.:**



ELIZABETH K. JENNISON, President

**KENNARD DEVELOPMENT COMPANY,
INC.:**



ELIZABETH K. JENNISON, President

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