

567164

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

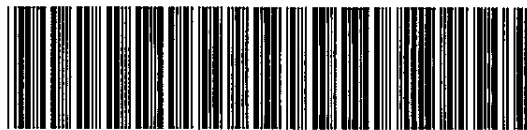
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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*merger*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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AOR  
3/27/06

**GRAY | ROBINSON**  
ATTORNEYS AT LAW

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ORLANDO  
TALLAHASSEE  
TAMPA

March 24, 2006

Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**Via Hand Delivery**

To Whom It May Concern:

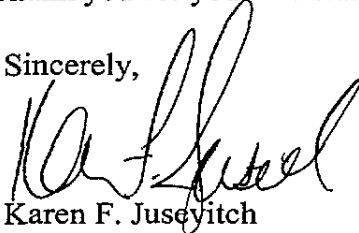
Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$78.75** for the applicable filing fees and fees to obtain a **Certified Copy** of the **Articles of Merger** for the following entity:

**MALLARD DEVELOPMENT CORPORATION**  
(Document No. 450551) into

**RONNIE TOWNSON LEASING CORP.**  
(Document No. 567164)

Upon receipt, please "date-stamp" the copy of the letter provided and **call me at 577-9090 as soon as the merger has been officially approved and filed**. We will send a courier to retrieve the document at that time. Thank you for your assistance.

Sincerely,



Karen F. Jusevitch  
Paralegal

/kfj  
Enclosures

**ARTICLES OF MERGER**  
of  
**MALLARD DEVELOPMENT CORPORATION, a Florida corporation**  
into  
**RONNIE TOWNSON LEASING CORP., a Florida corporation**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. Mallard Development Corporation, a Florida corporation (Document No. 450551) ("Mallard"), and Ronnie Townson Leasing Corp., a Florida corporation (Document No. 567164) ("Leasing"), are the parties to the merger, with Leasing being the Surviving Corporation.

2. The Plan of Merger is attached hereto.

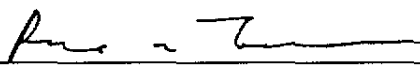
3. The date on which the merger shall be effective (referred to in the Plan of Merger as the "Effective Date") shall be March 24, 2006, or as soon thereafter as these Articles of Merger are filed in the Office of the Florida Department of State.

4. On March 22, 2006, the Board of Directors and sole shareholder of Mallard adopted a resolution approving the Plan of Merger.

5. On March 22, 2006, the Board of Directors and the sole shareholder of Leasing adopted a resolution approving the Plan of Merger.

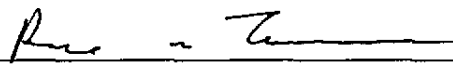
These Articles of Merger have been signed by Mallard this 22<sup>nd</sup> day of March, 2006.

MALLARD DEVELOPMENT CORPORATION

By:   
Ronnie N. Townson, President

These Articles of Merger have been signed by Leasing this 22<sup>nd</sup> day of March, 2006.

RONNIE TOWNSON LEASING CORP.

By:   
Ronnie N. Townson, President

## PLAN OF MERGER

### A. CORPORATIONS PROPOSING TO MERGE

1. The corporations proposing to merge are Mallard Development Corporation, a Florida corporation (referred to herein as "Mallard") and Ronnie Townson Leasing Corp., a Florida corporation (referred to herein as "Leasing" and also as "Surviving Corporation" as such term is used in Sections 607.1101-607-1107 of the Florida Statutes).

2. Mallard shall, upon the Effective Date of the merger as specified in the Articles of Merger (referred to herein as "Effective Date"), be merged into Leasing in accordance with the applicable statutes of the State of Florida and on the terms and provisions of this Plan of Merger. Leasing shall be the Surviving Corporation and the separate corporate existence of Mallard shall cease upon the Effective Date.

3. The name of the Surviving Corporation shall continue and shall be Ronnie Townson Leasing Corp.

### B. TERMS AND CONDITIONS OF PROPOSED MERGER

1. The corporate identity, existence, purposes, powers, rights, privileges, immunities and franchises, of a public, as well as of a private nature of Leasing, shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, rights, privileges, immunities and franchises, of a public, as well as of a private nature, of Mallard shall be merged into Leasing, and Leasing shall be fully vested therewith. Upon the Effective Date, the separate corporate existence of Mallard, except to the extent the same may be continued by statute, shall cease, and Mallard and Leasing shall be and become a single corporation.

2. On and after the Effective Date, all rights, privileges, immunities, and franchises of a public, as well as a private nature, of Mallard, shall be possessed by Leasing, as the Surviving Corporation; and all property, real, personal, tangible and intangible, and all debts due on whatever account, and all other choses of action and all and every other interest of or belonging to or due to Mallard shall be taken and deemed to be transferred to and vested in Leasing, as the Surviving Corporation, without any further act or deed; and the title to any real property or any interest therein, shall not revert or be in any way impaired by reason of such merger.

3. From and after the Effective Date, Leasing, as the Surviving Corporation, shall be responsible and liable for all of the liabilities and obligations of Mallard; and any claim existing or action or proceeding pending by or against Mallard may be prosecuted as if the merger had not taken place, or, Leasing, as the Surviving Corporation, may be substituted in the place of Mallard. Neither the rights of creditors nor any liens upon the property of Mallard shall be impaired by the merger.

4. If at any time Leasing, as the Surviving Corporation, shall consider or be advised that any further deeds, assignments or other instruments, or any further actions are necessary or desirable to vest, perfect or confirm, of record or otherwise, in Leasing, as the Surviving Corporation, the title to any property or rights of Mallard acquired or to be acquired by reason of merger, or otherwise to carry out the provisions hereof, the proper officers and directors of Mallard prior to the Effective Date, and thereafter the proper officers of Leasing, as the Surviving Corporation, on behalf of Mallard, shall execute and deliver all such deeds, assignments and other instruments, and take all other actions necessary or desirable to vest, perfect or confirm title to such property or rights in Leasing, as the Surviving Corporation and otherwise to carry out the terms hereof.

#### C. CONVERSION OF SHARES

1. Upon the Effective Date, each outstanding share of stock of Mallard (all now owned by Leasing) will be cancelled and no shares shall be issued in lieu thereof. Likewise, all authorized but unissued shares of stock of Mallard, if any, will be cancelled and no shares shall be issued in lieu thereof.

2. None of the issued and outstanding shares of the capital stock of Leasing shall be changed or converted as a result of the merger, and from and after the Effective Date, all shares of capital stock of Leasing theretofore authorized, shall be authorized shares of capital stock of the Surviving Corporation.

3. As soon as practicable after the Effective Date, Leasing shall surrender for cancellation each outstanding certificate representing common stock, with a par value of \$1.00 per share, of Mallard.

#### D. ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

1. The Articles of Incorporation of Leasing, in the form presently on file with the Office of the Secretary of State of the State of Florida, shall, on and after the Effective Date, constitute the Articles of Incorporation of the Surviving Corporation, unless and until amended in accordance with the provisions thereof and in accordance with the requirements of Florida law.

2. On and after the Effective Date, the Bylaws of Leasing, in their present form, shall be the Bylaws of the Surviving Corporation, unless and until they shall be altered, amended or repealed, or until new Bylaws shall be adopted, in accordance with the provisions of such Bylaws.

3. The directors of Leasing, as of the Effective Date, shall serve as the directors of the Surviving Corporation until their respective successors are duly elected and have qualified.

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4. Subject to the authority of the Board of Directors, as provided in the Bylaws of Leasing, as the Surviving Corporation, or by law, the officers of Leasing, as of the Effective Date, shall be the officers of the Surviving Corporation.

E. OTHER PROVISIONS

1. This Plan of Merger may be abandoned by the mutual consent of Mallard and Leasing, acting each by its Board of Directors, at any time after its approval by the shareholders of Mallard and Leasing, but prior to the filing of the Articles of Merger with the Office of the Secretary of State of the State of Florida.

2. The purpose of the merger contemplated by this Plan of Merger is to accomplish the complete liquidation of Mallard being a wholly owned subsidiary of Leasing, under the provisions of Sections 332 and 337 of the Internal Revenue Code of 1986, as amended.