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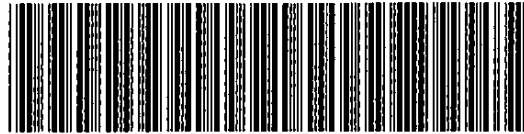
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January 29, 2008

*Of Counsel
**Board Certified Real Estate
***Board Certified Business Litigation

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Merger of foreign limited liability company into
Domestic limited liability company/R & L Leasing, LLC
Our File No. 80092.005

Dear Sir/Madam:

In reference to the above, enclosed please find original and one copy of the Certificate and Articles of Merger as well as the Plan of Merger for R & L Leasing, LLC. Please file these documents and send a **certified copy** of the filing to the undersigned in the enclosed pre-stamped and pre-addressed envelope. A check in the amount of \$80.00 is enclosed for filing fees and certification.

Thank you for your assistance in this matter.

Very truly yours,


Larissa K. Lincoln
Legal Assistant

FlaDeptOfStateMergerR&L
Enclosures

Cc: Lawrence Goetz via email
Don Dorra via email
Brent G. Wolmer

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

712 U.S. HIGHWAY ONE • SUITE 400 • P.O. BOX 13146 • NORTH PALM BEACH, FLORIDA 33408-7146

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CERTIFICATE AND
ARTICLES OF MERGER
OF

**R&L LEASING, LLC (A NEW YORK LIMITED LIABILITY COMPANY) AND
R&L LEASING, LLC (A FLORIDA LIMITED LIABILITY COMPANY)**

DATE: January 4th, 2008

Pursuant to §608.4382 of the Florida Statutes, the undersigned limited liability companies submit the following Articles of Merger:

- FIRST:** The Members of R&L LEASING, LLC, a New York limited liability company ("R&L NY"), and the members of R&L LEASING, LLC, a Florida limited liability company ("R&L FLA"), have determined that it is in the best interest of the aforementioned limited liability company for R&L NY to merge into R&L FLA with **R&L FLA surviving the merger**. The purpose of the merger is to simplify business activities, create a centralized management business structure, promote future growth of the merging limited liability company and to promote a more successful business structure.
- SECOND:** The members of R&L FLA have approved the merger. The members of R&L NY have approved the merger.
- THIRD:** The members of R&L FLA and the members of R&L NY have adopted and approved the attached Plan of Merger effective the date set forth above, which Plan meets the requirements of Sections 608.438, Florida Statutes.
- FOURTH:** These Articles of Merger are effective the date of filing by the Secretary of State.

R&L LEASING, LLC (a New York limited liability company)

By: 

LAWRENCE J. GOETZ, Member

By: 

ANDREA GOETZ, Member

R&L LEASING, LLC (a Florida limited liability company)

By: 

LAWRENCE J. GOETZ, Member

By: 

ANDREA GOETZ, Member

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TALLAHASSEE, FLORIDA

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PLAN OF MERGER

**R&L LEASING, LLC (a New York Limited Liability Company)
INTO
R&L LEASING, LLC (a Florida Limited Liability Company)**

This is a Plan of Merger effective the 4th day of January, 2008, between R&L LEASING, LLC, a New York limited liability company (hereinafter called "R&L NY"), and R&L LEASING, LLC, a Florida limited liability company (hereinafter called "R&L FLA"), said limited liability companies being hereafter sometimes collectively referred to as the "Constituent Companies".

WITNESSETH:

WHEREAS, R&L NY is a limited liability company, duly organized and existing under the laws of the State of New York, having been incorporated on January 4, 1995, and R&L FLA is a limited liability company, duly organized and existing under the laws of the State of Florida, having been incorporated on December 23, 2004; and

WHEREAS, the authorized membership interests of R&L NY consists of One Hundred (100) units, of which one hundred (100) units are outstanding; and

WHEREAS, the authorized membership interests of R&L FLA consists of One Hundred (100) units, of which one hundred (100) units are outstanding; and

WHEREAS, the Members of the Constituent Companies deem it advisable for the general welfare and advantage of the Constituent Companies and their respective members that the Constituent Companies merge into a single entity pursuant to this Agreement, and the Constituent Companies respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties agree, in accordance with the applicable provisions of the laws of the State of Florida, that the Constituent Companies shall be merged into a single entity, to wit: R&L LEASING, LLC (R&L FLA), a Florida limited liability company, one of the Constituent Companies, which shall continue its existence and be the entity surviving the merger (said limited liability company hereafter sometimes called the "Surviving Company"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

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ARTICLE I
Effective Time of the Merger

At the effective time of the merger, the separate existence of R&L NY shall cease and R&L NY shall be merged into the Surviving Company. Consummation of this Agreement shall be effected on the date on which Articles of Merger in substantially the form annexed hereto as Exhibit A are filed in the office of the Florida Secretary of State, all after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filings.

ARTICLE II
Governing Law; Certificate of Incorporation

The laws which are to govern the Surviving Company are the laws of the State of Florida. The Articles of Organization of R&L FLA , shall, at the effective time of the Merger remain in effect thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III
Operating Agreement

The Operating Agreement of R&L NY, if any, at the effective time of the Merger shall be the Operating Agreement of the Surviving Company until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV
Manager

LAWENCE J. GOETZ shall be the Managing Member of the Surviving Company.

ARTICLE V
Conversion and Issuance of Shares and Units in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the units of R&L NY into units of the Surviving Company are as follows:

1. R&L FLA's Units. None of the units of R&L FLA issued at the effective time of the Merger shall be converted as a result of the Merger.
2. R&L NY's Units. At the effective time of the Merger, each unit of R&L NY issued

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and outstanding shall be converted into and become one (1) unit in the Surviving Company and each holder of outstanding units of R&L NY, upon surrender to the Surviving Company of one or more membership certificates for units of R&L NY for cancellation, shall be entitled to receive one or more membership certificates for the full number of units of the Surviving Company into which the units of R&L NY so surrendered shall have been converted as aforesaid together. Each issued unit of R&L NY held in its treasury at the effective time of the merger shall be canceled and shall not be converted.

3. Surrender of R&L NY Certificates. As soon as practicable after the Merger becomes effective, the membership certificates representing units of R&L NY issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Company as above provided. Until so surrendered for exchange, each such membership certificate nominally representing units of R&L NY shall be deemed for all company purposes to evidence the ownership of the number of units of the Surviving Company which the holder thereof would be entitled to receive upon its surrender to the Surviving Company.
4. Status of Unit. All units of the Surviving Company into which units of R&L NY are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such units of R&L NY.

ARTICLE VI Effect of the Merger

At the effective time of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Companies and all property, real, personal and mixed, and all debts due to either of said Constituent Companies on whatever account, as well as for all other things in action or belonging to each of said limited liability companies, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies, and the title to any real estate vested by deed or otherwise in either of said Constituent Companies shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Companies shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Companies, respectively, shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

or complied with by it prior to the effective time of the Merger.

2. No material change in the company status, businesses, operations or financial condition of R&L FLA shall have occurred since the effective date of this Agreement (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to R&L FLA, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of R&L FLA.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the members of the Constituent Companies under any one or more of the following circumstances:

1. By the mutual consent of the Members of the Constituent Companies;
2. By R&L FLA if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 through 3, inclusive, of Section A of this Article XII shall not have been met;
3. By R&L NY if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 and 2 of Section B of this Article XII shall not have been met;
4. By either of the Constituent Companies if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Company deems it advisable to proceed with the Merger; or
5. By either of the Constituent Companies if the requisite approval of the members of both Constituent Companies shall not have been obtained immediately following the effective date of this Agreement or if the Articles of Merger and this Agreement shall not have been filed as provided in Article 1 hereof on or before the 3rd day following the effective date of this Agreement.

Upon such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

D. General. The headings in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more

ARTICLE VII
Accounting Matters

The assets and liabilities of the Constituent Companies as of the effective time of the merger shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of the respective Constituent Companies. The transaction shall be treated as the adoption of an IRS Section § 332 liquidation plan for tax purposes.

ARTICLE VIII
Approval of Members; Filing of Articles of Merger

This Agreement shall be submitted to the Members of each of the Constituent Companies as provided by law and their respective Articles of Organization at meetings which shall be held immediately the effective day of this Agreement, or such later date as the Members of the Constituent Companies shall mutually approve. The respective designations and numbers of units of the Constituent Companies outstanding on the date hereof and a statement as to the units of the Constituent Companies entitled to vote upon the adoption and approval of the Merger as set forth in Paragraph 2 of Exhibit A hereto. After such adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger in substantially the form annexed hereto as Exhibit A shall be signed, verified and delivered to the Department of State of the State of Florida for filing as provided in §608.4382 of the Florida Statutes.

ARTICLE IX
R&L FLA's Representations and Warranties

R&L FLA represents and warrants to R&L NY as follows:

1. Organization, etc. R&L FLA is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. R&L FLA has power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.
2. Capitalization. R&L FLA's capitalization consists of one hundred (100) units, of which one hundred (100) units are issued and outstanding as of the date hereof. Each issued unit is validly issued, fully paid, non-assessable and each outstanding unit is entitled to one vote.
3. Units to be Issued. All units of the Surviving Company into which the units of R&L NY is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no

member of R&L FLA will have any preemptive right of subscription or purchase in respect thereof. At the effective time of the Merger, the Surviving Company will have duly reserved for issuance a sufficient number of units of R&L FLA to permit conversion, at the basic conversion rate applicable thereto, of such units when issued upon such conversion, will be duly and validly authorized and issued and fully paid and non-assessable, and no member of R&L FLA will have any preemptive right of subscription or purchase in respect thereof.

ARTICLE X
R&L NY's Representations and Warranties

R&L NY represents and warrants to R&L FLA as follows:

1. Organization, etc. R&L NY is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York. R&L NY has power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.
2. Capitalization. R&L NY's capitalization consists of one hundred (100) authorized units, of which, as of the date hereof, one hundred (100) units are issued and outstanding. Each issued unit is validly issued, fully paid, non-assessable and each outstanding unit is entitled to one vote.

ARTICLE XI
Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Companies will, without the prior written consent of the other:

- (a) amend its Articles of Organization or Operating Agreement, if any, except, in the case of R&L FLA, as may be necessary to enable to carry out the provisions of this Agreement;
- (b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) issue rights or options to purchase or subscribe to any units or subdivide or otherwise change any such units; or
- (d) issue or sell any units.

From and after the date of this Agreement and prior to the effective time of the Merger,

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R&LNY will use its best efforts to preserve its business organizations; to keep available to R&L FLA the services of R&L NY's present officers and employees; and to preserve for R&L FLA the goodwill of R&L NY, R&L NY's suppliers, customers and others having business relations with any of them. During the same period, R&L NY will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII.

Conditions Precedent; Termination; General Provisions

- A. Conditions Precedent to R&L FLA's Obligation. The obligation of R&L FLA to effect the Merger shall be subject to the following conditions (which may be waived in writing by R&L FLA):
1. The representations and warranties of R&L NY herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; R&L NY shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.
 2. No material change in the corporate status, businesses, operations or financial condition of R&L NY shall have occurred since the effective date of this Agreement (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to R&L NY, taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of R&L NY, taken as a whole.
 3. R&L FLA shall have received such written consents and confirmations (or opinions of counsel to the effect that such consents or confirmations are not required), as it may reasonably request to the effect that the Surviving Company will succeed upon consummation of the Merger to all R&L FLA's right, title and interest in and to any material contracts, agreements, leases and other.
- B. Conditions Precedent to R&L NY's Obligation. The obligation of R&L NY to effect the Merger shall be subject to the following conditions (which may be waived in writing by R&L NY):
1. The representations and warranties of R&L FLA herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; R&L FLA shall have performed all obligations and complied with all covenants required by this Agreement to be performed

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- E. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the members of which are, entitled to the benefit thereof upon the authority of the Members of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its members intended under this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the Members of each of the Constituent Companies and each of the Constituent Companies has caused its seal to be hereunto affixed, all as of the day and year first above written.


R&L LEASING, LLC, a New York limited liability company

By: 
LAWRENCE J. GOETZ, Member

By: 
ANDREA GOETZ, Member

R&L LEASING, LLC, a Florida limited liability company

By: 
LAWRENCE J. GOETZ, Member

By: 
ANDREA GOETZ, Member

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The foregoing Plan and Agreement of Merger, having been duly executed by the Members of R&L LEASING, LLC (R&L FLA) and the Members of R&L LEASING, LLC (R&L NY), under the seals of the respective companies, and the said Plan and Agreement of Merger having been duly approved or adopted by the Managing Members, and duly approved or adopted by the members of each of the said companies in the manner provided by the laws of their respective states of incorporation, the Members of said limited liability companies do now execute this Plan and Agreement of Merger under the respective seals of said limited liability companies by the authority of the Managing Member and Members of each, as the act, deed and agreement of each of said limited liability companies on the 22 day of Jan., 2008.

R&L LEASING, LLC, a New York limited liability company

By: [Signature]
LAWRENCE J. GOETZ, Managing Member

By: [Signature]
ANDREA GOETZ, Member

R&L LEASING, LLC, a Florida limited liability company

By: [Signature]
LAWRENCE J. GOETZ, Managing Member

By: [Signature]
ANDREA GOETZ, Member

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Subscribed and sworn to before me by LAWRENCE J. GOETZ, Managing Member and ANDREA GOETZ, Member of R&L LEASING, LLC, a New York limited liability company and Managing Member and Member of R&L LEASING, LLC, a Florida limited liability company, who are personally known to me or who produced _____ as identification and who did () or did not () take an oath, on Jan. 22, 2008.



Roberta Leppert
Commission # DD301804
Expires April 18, 2008
Bonded Troy Fahn - Insurance, Inc. 800-385-7019

[Signature]
Notary Public

Printed Name: Roberta Leppert

My Commission Expires: April 18, 2008

My Commission Number: 00301804

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