

To:
Subject: 000466 88729
Division of Corporations

From: Ricky Soto

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Florida Department of State
Division of Corporations
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To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
Phone : (850) 222-1173
Fax Number : (850) 224-1640

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

INTERLEASE, INC.

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ARTICLES OF MERGER

of

INTERLEASE, INC.,
a Georgia corporation
with and into

INTERLEASE, INC.,
a Florida corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act (the "FBCA"), INTERLEASE, INC., a Georgia corporation ("Merging Corporation"), and INTERLEASE, INC., a Florida corporation ("Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Merging Corporation with and into Surviving Corporation (the "Merger").

FIRST: The name and the state of incorporation of each of the constituent companies to the Merger are:

Interlease, Inc., a Georgia corporation;
and
Interlease, Inc., a Florida corporation.

SECOND: An Agreement and Plan of Merger, dated as of November 21st, 2007, by and among the Merging Corporation and the Surviving Corporation, substantially in the form attached hereto as Exhibit A (the "Plan of Merger"), has been executed, adopted and approved, by the Merging Corporation and Surviving Corporation in accordance with the manner prescribed by the law of the State of Florida.

THIRD: The Merger shall become effective at the time and on the date these Articles of Merger are filed with the Florida Department of State (the "Effective Time") and shall thereupon have the effects set forth in Section 607.1106 of the FBCA .

FOURTH: The surviving company of the Merger is Surviving Corporation.

FIFTH: The Merger is permitted by the law of the State of Florida, which is the state of formation of Surviving Corporation.

SIXTH: In accordance with Section 3 of the Plan of Merger, the Articles of Incorporation of Surviving Corporation as immediately in effect prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.

SEVENTH: In accordance with Section 3 of the Plan of Merger, the Bylaws of Surviving Corporation as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation except that at the Effective Time.

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EIGHTH: At the Effective Time, the directors of the Surviving Corporation, shall continue in office as the directors of the Surviving Corporation and officers of the Surviving Corporation shall continue in office as the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified in accordance with applicable law, the articles of incorporation and bylaws of Surviving Corporation.

NINTH: The Plan of Merger was duly adopted and approved by a written consent of the sole director and the sole shareholder of the Surviving Corporation on November 24th 2007.

TENTH: The Plan of Merger was adopted and approved by a written consent of the sole director and the sole shareholder of the Merging Corporation on November 24th, 2007.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, each of the Merging Corporation and Surviving Corporation have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by their respective authorized officer, on this 29th day of November, 2007.

INTERLEASE, INC., a Georgia Corporation

By: 
Douglas G. Matthews, President

INTERLEASE, INC., a Florida Corporation

By: 
Douglas G. Matthews, President

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EXHIBIT A:

Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered as of November 29th, 2007, by and among Interlease, Inc., a Georgia corporation (the "Merging Corporation") and Interlease, Inc., a Florida corporation ("Surviving Corporation") (hereinafter together referred as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of Georgia, with its registered office at 717 Channing Dr. Atlanta, GA 30318 and with its principal office at 1266 W Paces Ferry Rd NW # 514 Atlanta, GA 30327-2306;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida, with its registered office at 1200 S. Pine Island Road, Plantation, FL 33324 and with its principal office at 2882 Polo Island Drive, West Palm Beach, FL 33414;

WHEREAS, the respective Boards of Directors and the sole shareholder of the Merging Corporation and the Surviving Corporation deem it desirable and in the best interests of their respective entities and their sole shareholder that the Merging Corporation merge with and into the Surviving Corporation, with the Surviving Corporation being the surviving corporation, upon the terms and conditions herein provided (the "Merger"), and pursuant to the provisions of Section 14-2-1101 of the Georgia Business Corporation Code and Section 607.1101 of the Florida Business Corporation Act; and

WHEREAS, the respective Boards of Directors and the sole shareholder of the Merging Corporation and the Surviving Corporation, have adopted and approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions hereof, at the Effective Time (defined below) the Merging Corporation shall be merged with and into the Surviving Corporation, and the separate existence of the Merging Corporation shall thereupon cease, and the Surviving Corporation shall continue as the Surviving Corporation in the Merger under the laws of the state of Florida under the name Interlease, Inc.

2. Effective Time of the Merger. The Merger shall become effective upon the filing of the Articles of Merger with the Florida Department of State, and the Certificate of Merger with the Georgia Secretary of State (the "Effective Time")

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3. Governing Documents. The Certificate of Incorporation and the Bylaws of the Surviving Corporation upon the Effective Time of the merger shall be the Certificate of Incorporation and the Bylaws of the Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida Business Corporation Act.

4. Directors and Officers. The directors and officers in office of the Surviving Corporation upon the Effective Time shall continue to be the directors and officers of the Surviving Corporation, whom shall hold their directorship and office until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of the Surviving Corporation.

5. Assets and Liabilities. Upon the Effective Time, the Surviving Corporation shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of the Surviving Corporation and the Merging Corporation, and all obligations belonging to or due to each of the Surviving Corporation and the Merging Corporation, all of which shall be vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall be liable for all the obligations of the Surviving Corporation and the Merging Corporation; any claim existing, or action or proceeding pending, by or against the Surviving Corporation and the Merging Corporation, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Corporation may be substituted in its place; and all the rights of creditors of each of the Surviving Corporation and the Merging Corporation shall be preserved unimpaired.

6. Capital Stock. Each issued share of the Merging Corporation shall, upon the Effective Time of the merger, be surrendered and cancelled and no new shares of the Surviving Corporation shall be issued due to the fact that the percentage ownership of the Merging Corporation is identical to that of the Surviving Corporation.

7. No Further Rights. From and after the Effective Time, shareholders in the Merging Corporation shall cease to have any rights as shareholders of the Merging Corporation, except as provided herein or by law.

8. Closing of Merging Corporation's Transfer Books. At the Effective Time, the stock transfer books of the Merging Corporation shall be closed and no transfer of the Merging Corporation Common Stock shall be made thereafter.

9. Amendment of Agreement and Plan of Merger. The Board of Directors of each of the Surviving Corporation and the Merging Corporation are authorized to amend the Plan and Agreement of Merger at any time prior to the Effective Date, subject to the limitations set forth in Section 607.1103(8), Florida Statutes and the Georgia Business Corporation Code.

10. Governing Law. The merger is permitted by the laws of the State of Georgia, under which the Merging Corporation is incorporated and under the laws of the State of

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Florida, under which the Surviving Corporation is incorporated, and the Merging Corporation and the Surviving Corporation comply with such laws in effecting the merger.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, each of the undersigned corporations has caused this Agreement and Plan of Merger to be signed in its corporate name by its duly authorized officer, the ____ day of November 2007.

INTERLEASE, INC., a Georgia Corporation

By: [EXHIBIT - DO NOT SIGN]
Douglas G. Matthews, President

INTERLEASE, INC., a Florida Corporation

By: [EXHIBIT - DO NOT SIGN]
Douglas G. Matthews, President

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