

P94000021338

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(Business Entity Name)

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Special Instructions to Filing Officer:

Called 12/29 - Mr. Conner  
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12/18/03--01036--015 \*\*70.00

**EXPIRATION**

12-31-03

FILED  
03 DEC 18 PM 3:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Myers  
12/29/03



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

December 29, 2003

ROBERT Y. COHEN II  
SMITH MAURRAS COHEN REDD & HORAN, PLC  
PO BOX 10205  
FORT SMITH, AR 72917-0205

SUBJECT: RENTOR LEASIT II, INC.  
Ref. Number: P94000021338

*Hold or  
BACKDATE  
to 12/18*

We have received your document for RENTOR LEASIT II, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The above listed entity was administratively dissolved or its certificate of authority was revoked for failure to file the 1998 annual report/uniform business report. The entity must be reinstated before this document can be filed.

Please complete the enclosed form and return it to us with a check for \$1500.00 in order to complete your reinstatement.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson  
Document Specialist

Letter Number: 703A00068980

***SMITH, MAURRAS, COHEN, REDD, & HORAN, PLC***

ATTORNEYS AT LAW

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\*\*BOARD RECOGNIZED  
TAX SPECIALIST

\*ALSO LICENSED  
IN OKLAHOMA

December 15, 2003

Florida Secretary of State  
Merger Division  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Merger of Rentor Leasit, Inc. into Requipit, Inc.

Gentlemen:

Enclosed for filing is a Certificate of Merger and our check in payment of your fees for this filing. Please file the Certificate of Merger according to your normal procedures and return a file-marked copy to us for our records.

Thank you for your assistance and cooperation.

Very truly yours,

SMITH, MAURRAS, COHEN, REDD &  
HORAN, PLC

By:   
Robert Y. Cohen, II

RYC,II/cdm  
Enclosure  
cc: Mr. Clyde Randall

7242.7

RECEIVED  
12-31-03

**ARTICLES OF MERGER  
Of  
Rentor Leasit II, Inc.  
into  
Requipit, Inc.**

FILED  
03 DEC 18 PM 3:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1105 and 607.1107 of the Florida Business Corporation Act and Sections 4-26-1004 and 4-26-1006 of the Arkansas Code of 1987 Annotated, the following Articles of Merger are adopted by Rentor Leasit II, Inc. ("Rentor Leasit II"), a Florida corporation, and Requipit, Inc. ("Requipit"), an Arkansas corporation.

1. A true and correct copy of the Agreement and Plan of Merger (the "Plan of Merger") between Requipit and Rentor Leasit II is attached hereto as Exhibit A and incorporated herein by reference.

2. Pursuant to the Plan of Merger, Rentor Leasit II shall be merged with and into Requipit and Rentor Leasit I shall be the surviving corporation. The effective date of the merger is the date of filing these Articles of Merger with the Secretary of State of the State of Arkansas.

3. The Merger Agreement was duly adopted by the directors of Requipit on December 15, 2003 and by the directors of Rentor Leasit II on December 15, 2003.

4. The Merger Agreement was approved by the shareholders of Requipit on December 15, 2003. Of the 10,000 outstanding shares of Requipit common stock, all entitled to vote, 10,000 votes were cast in favor of approving the Plan of Merger.

5. The Merger Agreement was approved by the shareholders of Rentor Leasit II on December 15, 2003. Of the 10,000 outstanding shares of Requipit common stock, all entitled to vote, 10,000 votes were cast in favor of approving the Plan of Merger.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized officers as of this 15th day of December, 2003.

RENTOR LEASIT II, INC.

By: Clyde B. Randall Pres  
Clyde B. Randall, President

Return to:

Robert Y. Cohen, II  
Smith, Maurras, Cohen, Redd & Horan, PLC  
510 North Greenwood Avenue  
Fort Smith, Arkansas 72901

COUNTY OF SEBASTIAN )

The foregoing instrument was executed, acknowledged and delivered before me this 15th day of December, 2003, by Clyde B. Randall, the President of Rentor Leasit II, Inc. on behalf of the corporation. He is personally known to me or has produced drivers license as identification.

My Commission Expires: 9-8-2007

CHRISTAL D. McDONALD  
NOTARY PUBLIC, STATE OF ARKANSAS  
MY COMMISSION EXPIRES 9/8/2007  
SEBASTIAN COUNTY

REQUIPIT, INC.

By: Clyde B. Randall Pres  
Clyde B. Randall, President

COUNTY OF SEBASTIAN )

The foregoing instrument was executed, acknowledged and delivered before me this 15th day of December, 2003, by Clyde B. Randall, the President of Requipit, Inc. on behalf of the corporation. He is personally known to me or has produced a drivers license as identification.

My Commission Expires: 9-8-2007

Christal McDonald  
Notary Public

CHRISTAL D. McDONALD  
NOTARY PUBLIC, STATE OF ARKANSAS  
MY COMMISSION EXPIRES 9/8/2007  
SEBASTIAN COUNTY

**AGREEMENT AND PLAN OF MERGER OF  
RENTOR LEASIT II, INC., a Florida Corporation  
with and into  
REQUIPIT, INC., an Arkansas Corporation**

This Agreement and Plan of Merger, dated December 15, 2003, made by and among Rentor Leasit II, Inc., a Florida corporation ("Rentor Leasit II") and Requipit, Inc., an Arkansas corporation ("Requipit") (collectively the "Constituent Corporations").

WITNESSETH:

**WHEREAS**, Rentor Leasit II desires to merge with and into Requipit, with Requipit being the surviving corporation (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and Plan of Merger (the "Plan");

**WHEREAS**, the Constituent Corporations are effecting the Merger for the purpose of moving the business operations of Rentor Leasit II to Arkansas; and

**WHEREAS**, the respective Board of Directors of the Constituent Corporations have determined it is advisable that Rentor Leasit II be merged into Requipit, on the terms and conditions set forth in accordance with Section 607.1107 of the Florida Business Corporation Act and Section 4-26-1006 of the Arkansas Coe (1987) (respectively, the "Florida Act" and the "Arkansas Act").

**NOW THEREFORE**, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

**ARTICLE I  
THE MERGER**

1. The term "Effective Date" shall mean December 31, 2003.
2. On the Effective Date, Rentor Leasit II shall be merged with and into Requipit. The separate existence of Rentor Leasit II shall cease as of the Effective Date and the existence of Requipit shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public, as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the law of the State of Arkansas.
3. The Plan of Merger has been approved by the Directors of Requipit and Rentor Leasit II in accordance with Section 607.1107 of the Florida Act and Section 4-26-1006 of the Arkansas Act.

**ARTICLE II  
EFFECTS OF THE MERGER**

As of the Effective Date, Requipit shall possess all of the rights, privileges, immunities and franchises, of both a public and private nature, of Rentor Leasit II, and shall be responsible

and liable for all liabilities and obligations of Rentor Leasit II, all as more particularly set forth in Section 607.1106 of the Florida Act and Section 4-26-1006 of the Arkansas Act.

**ARTICLE III**  
**TERMS OF THE TRANSACTION:**  
**CONVERSION OF THE PAYMENT FOR SHARES**

The manner and basis of converting shares of Rentor Leasit II common stock into shares of Requipit stock shall be as follows:

1. Each share of Rentor Leasit II common stock issued and outstanding on the Effective Date and all rights in respect thereof, shall, by virtue of the Merger and without any action on the part of the holders, be converted into one (1) share of the presently authorized and unissued shares of the common stock of Requipit.

**ARTICLE IV**  
**ASSIGNMENT**

If at any time Requipit shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Requipit the title to any property or rights of Rentor Leasit II, or to otherwise carry out the provisions hereof, the proper officers and directors of Rentor Leasit II as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Requipit.

**ARTICLE V**  
**EXPENSES**

Requipit shall pay all expenses of accomplishing the Merger.

**ARTICLE VI**  
**AMENDMENT**

At any time before the filing of the Articles of Merger to be filed in connection herewith with the Florida Department of State and the Arkansas Secretary of State, the Directors of Requipit may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Arkansas Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

**ARTICLE VII**  
**TERMINATION**

If for any reason, consummation of the Merger is inadvisable in the opinion of the Board of Directors of Requipit, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Requipit. Upon termination, as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the

shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of Requipit or Rentor Leasit II, or their directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

RENTOR LEASIT II, INC.

By: Clyde B. Randall Pres  
Clyde B. Randall, President

REQUIPIT, INC.

By: Clyde B. Randall Pres  
Clyde B. Randall, President