

ROBERT L. SHEAR, P.A.

2790 SUNSET POINT ROAD  
CLEARWATER, FLORIDA 33759

ATTORNEY-AT-LAW  
(727) 712-1228  
FAX (727) 712-8811

P94000069019

May 9, 2002

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

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 MAY 23 PM 3:21

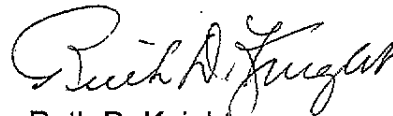
Re: Merger of F & R LEASING, INC. and  
ANCLOTE HARBORS MARINA, INC.

Dear Sir:

Enclosed please find an original and one copy of Articles of Merger and Plan and Agreement of Merger, along with our check for \$70.00 for your filing fee.

Please return a stamped copy to this office as soon as possible.

Very truly yours,



Ruth D. Knight  
Secretary to Robert L. Shear

rdk

Enclosures

700005507167--7  
-05/13/02--01097--004  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

wkicorp\haase\sos

Robert L. Shear GAVE  
AUTHORIZATION BY PHONE TO  
CORRECT Name of Mengeng Corporation  
DATE 5/23 (see letter Attached)  
DOC. EXAM JB

Merger

V SHEPARD MAY 23 2002

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

ANCLOTE HARBORS, INC., a Florida corporation, V71303

INTO

**F & R LEASING, INC.**, a Florida entity, P94000069019.

File date: May 23, 2002

Corporate Specialist: Velma Shepard

ROBERT L. SHEAR, P.A.

2790 SUNSET POINT ROAD  
CLEARWATER, FLORIDA 33759

ATTORNEY-AT-LAW  
(727) 712-1228  
FAX (727) 712-8811

May 21, 2002

Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

Attention: Velma - Mergers

Re: F & R Leasing/Anclothe Harbors Merger

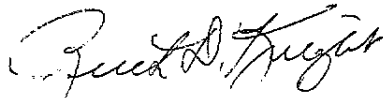
Dear Ms. Velma:

Thank you for your telephone call this morning with regard to the above merger. I have been unsuccessful trying to reach you by phone.

Mr. Shear requests that you go ahead and strike the word "Marina" wherever it appears on the documents, and then file them.

Your cooperation is appreciated.

Very truly yours,



Ruth D. Knight  
Secretary to Robert L. Shear

rdk

RECEIVED  
02 MAY 23 AM 9:35  
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 MAY 23 PM 3:21

Pursuant to Section 607.224 of the Florida General Corporation Act, ANCLOTE  
HARBORS ~~MARINA~~ INC., a Florida corporation, and F & R LEASING, INC., a Florida  
corporation, adopt the following Articles of Merger for the purpose of merging ANCLOTE  
~~HARBORS MARINA~~ INC., a Florida Corporation, into F & R LEASING, INC., a Florida  
Corporation, the latter of which is to survive the merger.

**ARTICLE I**

That certain Plan and Agreement of Merger (the "Agreement") dated the 8<sup>TH</sup> day  
of MAY, 2002, by and between ANCLOTE HARBORS ~~MARINA~~ INC., a  
Florida corporation, hereinafter referred to as "ANCLOTE", and F & R LEASING, INC., a  
Florida corporation, hereinafter referred to as the "F & R", attached hereto and made a part  
of this instrument, was duly approved by the shareholders of ANCLOTE and F & R,  
pursuant to Section 607.394 of the Florida General Corporation Act (the "Act") on the  
8<sup>TH</sup> day of MAY, 2002.

**ARTICLE II**

The Agreement was approved by the shareholders of ANCLOTE and by the  
shareholders of F & R, pursuant to Section 607.394 of the Act on the 8<sup>TH</sup> day of  
MAY, 2002.

**ARTICLE III**

100 RA  
Of the ~~75~~ outstanding shares of the common stock, no par value per share of  
ANCLOTE, entitled to vote as a class upon the Agreement had the Agreement been  
submitted to a vote of shareholders pursuant to Section 607.221(2) of the Act, the holder  
of 100% of those shares has consented and authorized the Agreement by written consent

in accordance with Section 607.394 of the Act.

<sup>1000 RH</sup>  
Of the ~~18750~~ outstanding shares of common stock, no par value, of F & R entitled to vote as a class upon the Agreement had the Agreement been submitted to a vote of shareholders pursuant to Section 607.221(2) of the Act, the holders of 100% of those shares have consented and authorized the Agreement by written consent in accordance with Section 607.394 of the Act.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

ATTEST:

ANCLOTE HARBORS ~~MARINA~~, INC.  
a Florida corporation

*ACTIVE* *[Signature]*  
Secretary

By: *[Signature]*  
Richard Haase, its president

ATTEST:

F & R LEASING, INC.  
a Florida corporation

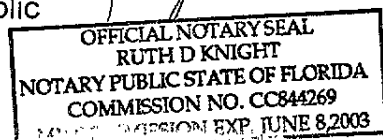
*ACTIVE* *[Signature]*  
Secretary

By: *[Signature]*  
Richard Haase, its president

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing was acknowledged before me on May 8, 2002, by RICHARD HAASE, as President of ANCLOTE HARBORS ~~MARINA~~, INC., a Florida corporation, and RICHARD HAASE, as President off F & R LEASING, INC., a Florida corporation.

*[Signature]*  
Notary Public



**PLAN AND AGREEMENT OF MERGER**

THIS AGREEMENT OF MERGER dated the 8<sup>TH</sup> day of MAY, 2002,  
by and between ~~ANCLOTE HARBORS MARINA~~<sup>§</sup>, INC., a Florida corporation, hereinafter  
referred to as "ANCLOTE", and F & R LEASING, INC., a Florida corporation, hereinafter  
referred to as "F & R".

**WITNESSETH:**

WHEREAS, ~~ANCLOTE HARBORS MARINA~~, INC. is a corporation duly organized  
and existing under the laws of the State of Florida; and

WHEREAS, F & R LEASING, INC.. is a corporation duly organized and existing  
under the laws of the State of Florida; and

WHEREAS, ANCLOTE and F & R have agreed that ANCLOTE shall merge into  
F & R, upon the terms and conditions and in the manner set forth in this Agreement and  
in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreement,  
provisions, grants, warranties and representations contained in this Agreement and in  
order to consummate the transactions described above, ANCLOTE and F & R, the  
constituent corporations to this Agreement, agree as follows:

1. **Plan of Merger.** ANCLOTE and F & R agree that ANCLOTE shall be merged  
into F & R, as a single corporation, upon the terms and conditions of this Agreement and  
F & R shall continue under the laws of the State of Florida as the surviving corporation (the  
"Surviving Corporation") and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office,  
number of directors and the capital stock of the surviving corporation shall be as appears

in the Articles of Incorporation of F & R as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement. From and after the effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The Articles of Incorporation of F & R on the effective date shall remain the same as they presently read.

c. The By-laws of F & R in effect on the effective date shall be the By-laws of the surviving corporation until they shall be altered, amended or repealed or until new By-laws are adopted as provided in them.

d. The persons who upon the effective date of the merger shall constitute the Board of Directors of the surviving corporation shall be the persons constituting the Board of Directors of F & R on the effective date. If on the effective date of merger any vacancy exists on the Board of Directors of the surviving corporation, that vacancy may be filled in the manner provided in the By-laws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of the F & R on the effective date.

2. **Submission to Shareholders.** This Agreement shall be submitted to the shareholders of ANCLOTE and F & R (the "constituent corporations") for their consent and approval in accordance with Section 607.394 of the Florida General Corporation Act or for consideration at a meeting of shareholders in accordance with Section 607.221 of

the Act on MAY 8, 2002, (or such later date as the Board of Directors of the ANCLOTE and F & R shall mutually approve) and, if it is practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective Secretaries, and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of ANCLOTE into F & R shall become effective upon the filing of this Agreement and appropriate Articles of Merger with the office of the Secretary of State of Florida. The date on which the merger of the ANCLOTE into F & R becomes effective is called in this instrument the "effective date" of the merger.

3. **Effect of Merger.** When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of ANCLOTE shall cease and the ANCLOTE shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debt due to either of the constituent corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the



surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. **Conversion of Shares**. The manner and basis of converting and exchanging the shares of ANCLOTE shall be as follows:

a. On the effective date each share of common stock, par value per share issued and outstanding immediately before the effective date by virtue of the merger and without any action on the part of the holder of shares of ANCLOTE stock, shall be converted into and exchanged for 1000 shares of common stock, par value NONE per share of the F & R corporation stock.

b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

c. Each issued and outstanding share of common stock, par value per share, of the ANCLOTE corporation, shall continue as one share of common stock, par value per share of the surviving corporation. If the outstanding shares of ANCLOTE corporation stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, splitup, combination of shares,

merger, or consolidation, the number and kind of shares into which ANCLOTE corporation stock is to be converted shall be appropriately and equitably adjusted.

5. **Delivery of Shares.** As soon as practicable after the effective date, F & R shall issue and deliver, in accordance with this paragraph 5, to the shareholders of ANCLOTE, whose names are set forth in Schedule I of this Agreement, certificates for the number of whole shares of F & R stock to which they shall have become entitled under this Agreement. After the effective date of the merger, each of those ANCLOTE shareholders may surrender his certificate or certificates previously representing ANCLOTE stock to the F & R stock, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of F & R stock into which those shares of ANCLOTE stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of the ANCLOTE stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of F & R stock into which they shall have been converted. Unless and until that outstanding certificate that, before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of ANCLOTE stock as of any date subsequent to the effective date of the merger shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares for ANCLOTE stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of F & R stock.

6. **Appraisal Rights.** All shares of F & R stock for and into which shares of the ANCLOTE stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of ANCLOTE stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to F & R stock for and into which their shares of ANCLOTE stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. **Compliance with State Law.** The ANCLOTE corporation and F & R corporation shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. **Closing of Stock Books.** Upon the effective date the transfer books of the ANCLOTE corporation shall be closed and no transfer of shares of the F & R corporation stock shall be made or consummated thereafter.

9. **Agreement to Take Necessary Actions.** Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title

to all properties, assets, rights, privileges and franchises of the ANCLOTE corporation, the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

**10. Representations of the ANCLOTE Corporation and its Shareholders.** The ANCLOTE corporation represents and warrants to and agrees with the F& R corporation, as follows:

a. The ANCLOTE corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. The ANCLOTE corporation is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, and the By-laws of the ANCLOTE corporation previously delivered to the F & R corporation are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which the ANCLOTE corporation is subject to prohibits, limits or otherwise affects the right, power and authority of the ANCLOTE corporation to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of the ANCLOTE corporation consists of 1000 shares of common stock, par value NONE per share, of which 100 shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by the ANCLOTE corporation or any commitments or agreement of similar nature to which the ANCLOTE corporation is a party, relating to the authorized or issued stock of the ANCLOTE corporation.

c. The ANCLOTE corporation presently has no subsidiaries.

d. The execution, delivery and performance of this Agreement has been duly and effectively authorized by the Board of Directors of the ANCLOTE corporation and will be submitted to the shareholders of the ANCLOTE corporation for approval under Section 607.394 of the Florida General Corporation Act.

11. **Representations and Warranties of the F & R Corporation and its Shareholders.** The F & R corporation represents and warrants to and agrees with the ANCLOTE corporation as follows:

a. The F & R corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

b. The F & R corporation is not, and by the execution and performance of this Agreement will not be, in breach of any term of provision of or in default under, and no event has occurred that the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or by-laws,

except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of the F & R corporation.

c. The execution and performance of this Agreement by the F & R corporation have been duly and effectively authorized by the Board of Directors of the F & R corporation.

d. The shares of common stock to be issued and delivered pursuant to this Agreement have been duly authorized for issuance by the Board of Directors of the F & R corporation and when so issued will be validly issued and outstanding, fully paid and nonassessable.

e. The authorized capitalization of the F & R corporation consists of 1000 shares of common stock, par value NONE per share, of which 1000 shares are validly issued and outstanding, fully paid and nonassessable.

12. **Necessary Approvals.** The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the Board of Directors of the F & R corporation and approved by the shareholders of the F & R corporation, in accordance with Section 607.394 of the Florida General Corporation Act. The ANCLOTE corporation shall have received copies of the resolutions adopted by the Directors and Shareholders of the F & R corporation, certified to be true and correct by the Secretary of the F & R corporation.

13. **Opinion of Counsel.** The ANCLOTE corporation shall have been furnished with an <sup>OPINION</sup> ~~option~~, dated the effective date, of the attorneys for the F & R corporation, to the effect that:

a. The F & R corporation is a corporation duly organized, validly existing and

in good standing under the laws of the State of Florida, has the corporate power to carry on its business as it is then being conducted and is fully qualified to do business and is in good standing in each jurisdiction in which the character and location of the properties owned by it or the nature of the businesses transacted by it makes that qualification necessary. For the purposes of determining jurisdictions in which the F & R corporation is required to qualify as a foreign corporation, those attorneys may rely as to matters of fact upon certificates of officers of those companies.

b. The F & R corporation authorized capital stock consists of 1000 shares of common stock, par value NONE per share, of which 1000 shares are issued and outstanding, all of which are validly issued, fully paid and nonassessable. To the knowledge of the attorneys, no options, warrants or other rights to purchase securities of the F & R corporation are outstanding.

c. The execution, delivery and performance of this Agreement by the F & R corporation have been duly authorized, adopted and approved by all requisite action of the Board of Directors and shareholders of the F & R corporation in accordance with Florida law, and no consent or approval by any state or municipal agency under the laws of the State of Florida is required; this Agreement has been duly executed, sealed, and delivered by the F & R corporation and a majority of its Directors and constitutes a valid and binding obligation of the F & R corporation in accordance with its terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights and when filed pursuant to Florida law the merger of the ANCLOTE corporation into the F & R corporations shall become effective as contemplated in this Agreement.

14. **Governing Law.** This Agreement is made pursuant to and shall be construed


under the laws of the State of Florida. It shall inure to the benefit of and be binding upon the F & R corporation and the ANCLOTE corporation, and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.


15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the duly authorized officers of this constituent corporations, acting through their duly authorized officers, all parties to this Agreement, this 8<sup>TH</sup> day of MAY, 2002, have signed this Plan and Agreement of Merger.

ATTEST:


ANCLOTE HARBORS ~~MARINA~~, INC.  
a Florida corporation


  
Secretary - ACTING

By:   
Richard Haase, its president

ATTEST:

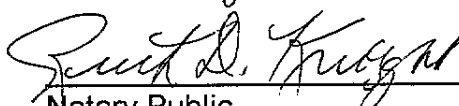
F & R LEASING, INC.  
a Florida corporation

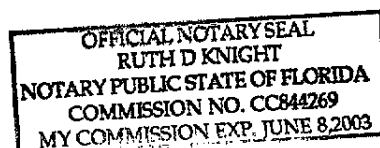
  
Secretary - ACTING

By:   
Richard Haase, its president

STATE OF FLORIDA  
COUNTY OF PINELLAS.

The foregoing was acknowledged before me on May 8, 2002.

  
Notary Public





**SCHEDULE I**

**LIST OF SHAREHOLDERS**

Shareholder	Percentage of Shares Issued and Outstanding
Richard Haase	100%