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TALLAHASSEE, FL 32301 (904) 681-6528

(City, State, Zip)

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MAR 2 1995
TALLAHASSEE, FL

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. STU, Inc.
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

RUSH

☒ Walk in ☐ Pick up time _____

☒ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy

☐ Certificate of Status

☐ CERTIFICATE OF GOOD STANDING

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ARTICLES ONLY

☐ ALL CHARTER DOCS

NEW FILINGS	
<input checked="" type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

☐ Certificate of FICTITIOUS NAME

☐ FICTITIOUS NAME SEARCH

☐ CORP SEARCH

H. SIMS MAR - 2 1995

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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Examiner's Initials

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MAR 1 1995
SARASOTA

JTU, INC.
ARTICLES OF INCORPORATION

BY THESE ARTICLES the incorporator forms a corporation under the Business Corporations Act:

1. NAME. The name of this corporation is JTU, INC.
2. PRINCIPAL OFFICE. The address of the principal office of this corporation is 6000 South Tamiami Trail, Sarasota, Florida 34231 and its mailing address is the same.
3. CAPITAL STOCK. This corporation is authorized to issue one class of common stock comprising 1,000 shares of common stock with a par value of \$10.00 and unlimited voting rights that are entitled to receive the net assets of the corporation on dissolution.
4. REGISTERED AGENT. The initial registered agent for the corporation is Jack D. Urfer and the initial registered office is located at 6000 South Tamiami Trail, Sarasota, Florida 34231.
5. INCORPORATOR. The name and street address of the incorporator is Julie A. Mullet, 2051 Main Street, Suite 102, Sarasota, Florida 34237.

DATED on March 1, 1995.

Julie A. Mullet
Julie A. Mullet

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN APPOINTED as registered agent for this corporation at the registered office designated in the foregoing articles of incorporation, the undersigned accepts the appointment. The undersigned is familiar with, and accepts, the obligations of registered agent for the corporation.

Jack D. Urfer
Jack D. Urfer

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CORPORATION TRANSMITTAL:

Re: JTU, Inc. - Southpointe Leasing

Date: September 8, 1995

Enclosed are the original and copy of proposed articles of merger with our check for your fees computed as:

Filing fee	\$ 70.00
Certified copy	\$ 52.50

Please certify the copy and return it to us.

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Trawick, Valentino
& Hagan, P.A.
P.O. Box 4019
Sarasota, Florida 34230

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ARTICLES OF MERGER
Merger Sheet

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MERGING:

SOUTHPOINTE LEASING, INC., a Florida corporation, 466113

INTO

JTU, INC., a Florida corporation, P95000017211

File date: September 11, 1995

Corporate Specialist: Steven Harris

JTU, INC.
ARTICLES OF MERGER

BY THESE ARTICLES OF MERGER JTU, INC., a Florida corporation, and SOUTHPOINTE LEASING, INC., a Florida corporation, merge into a corporation for profit under Florida law to be named JTU, INC.

The plan of merger is:

1. MERGER. The name of each corporation planning to merge under this plan is:

JTU, Inc.
Southpointe Leasing, Inc.

The surviving corporation shall be JTU, INC., herein called the surviving corporation.

2. MERGER TERMS. (a) The articles of incorporation of the surviving corporation shall remain the articles of incorporation after the merger without change.

(b) The bylaws of the surviving corporation shall remain the bylaws after the merger without change.

(c) All assets of each corporation shall become the property of the surviving corporation. All obligations of each corporation shall become the obligations of the surviving corporation. Each corporation shall execute all instruments and documents that are necessary or proper to effect the orderly transfer of assets and obligations.

(d) The directors of the surviving corporation shall remain the directors after the merger.

(e) The board of directors of each corporation shall approve this plan and recommend its approval to the shareholders of each corporation.

(f) Upon approval by the shareholders of all corporations, this plan shall be adopted and shall become effective for purposes of the merger.

(g) Shares of stock shall be converted and new stock issued, if required, in accordance with paragraph 3.

(h) If this agreement is not approved by the shareholders of each corporation on or before September 1, 1995, this agreement shall automatically terminate.

3. STOCK CONVERSION. The manner and basis of converting the shares of each corporation into shares, obligations or other securities of the surviving corporation shall be:

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(a) The shareholders of Southpointe Leasing, Inc. shall surrender their shares of stock and shall receive one-half share of the common stock of the surviving corporation for each share of the surrendered stock. The surrendered stock shall be cancelled.

(b) Each shareholder of stock in the surviving corporation before the merger shall retain that shareholder's stock.

4. WARRANTY. Each corporation warrants that:

(a) its balance sheets, profit and loss statements and other financial information delivered to the other corporation fairly represents the financial condition of the delivering corporation;

(b) since the date of delivery of the financial information, no material adverse change has occurred in its financial condition;

(c) on the effective date of the merger it will have marketable title to all of its assets, free of liens or encumbrances, except those disclosed in the financial information;

(d) no legal proceeding is pending against it that might or could result in a material adverse change in its business, operations, assets, obligations or financial condition;

(e) it does not have any outstanding options or agreements for the issuance or sale of additional shares of capital stock;

(f) it is an active corporation; and

(g) it has paid all taxes known to be due to any governmental authority or has made provision for payment.

5. PROHIBITED ACTIONS. Between the date of this agreement and the effective date of the merger neither corporation shall:

(a) issue or sell any stock, bonds or other corporate securities;

(b) incur any obligations or liabilities, except in the normal course of business;

(c) discharge any lien or encumbrance or pay any obligation or liability other than current liabilities shown on the respective balance sheets

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and current liabilities incurred in the ordinary course of business since the dates of the balance sheets;

- (d) pay any dividend or make any other payment or distribution to stockholders or purchase or redeem any shares of its capital stock;
- (e) mortgage, pledge or otherwise encumber any of its assets;
- (f) sell or transfer any of its tangible assets or cancel any debts or claims, except in the ordinary course of business;
- (g) waive any right of substantial value;
- (h) enter into any transaction other than in the ordinary course of business.

6. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties. It shall not be changed except in writing signed by the parties. No representation or agreement that is not incorporated in the plan is valid. Paragraph captions are not a part of this plan.

7. GOVERNING LAW. This plan shall be governed by Florida law. This plan shall not be construed for or against a party because that party wrote it. Any action or proceeding arising from this plan shall be brought only in a state court of competent jurisdiction in Sarasota County, Florida.

8. TERMINATION. If a party to this plan fails to perform under it or one of the warranties under paragraph 4 is not true at any time before the merger is completed, any other party shall give the defaulting party notice, specifying the default. The defaulting party shall have 30 days within which to correct the default. If the defaulting party does not correct the default within the time allowed, the nondefaulting party may terminate this plan by another notice to that effect to the defaulting party.

9. REMEDIES. If this plan is not consummated by a merger for any reason, including the default of a party under it, the sole remedy of a party shall be to terminate the plan. Neither party shall be liable in damages or for any other relief to the other party as a result of the termination.

10. EFFECTIVE DATE. The effective date of the merger is the date of filing these articles.

11. APPROVALS. These articles have been approved by the shareholders of each corporation on the dates specified below:

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(a) JTU, Inc. on June 7, 1995.

(b) Southpointe Leasing, Inc. on June 6, 1995.

^{AUGUST 24}
DATED on June-8, 1995.

JTU, INC.

By Thelma I. Urfer
As President
Thelma I. Urfer

SOUTHPOINTE LEASING, INC.

By Jack D. Urfer
As President
Jack D. Urfer

jam

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