

P95000084233

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

FREEDOM TRAILER LEASING, INC., a Florida corporation, P9500084233

INTO

FREEDOM TRAILER LEASING, INC., a Missouri corporation not qualified in  
Florida

File date: July 28, 1997

Corporate Specialist: Velma Shepard

# P95000084233

SUMMERS, COMPTON, WELLS & HAMBURG

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

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OF COUNSEL  
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OF COUNSEL  
G. LANE ROBERTS, JR.

\*ALSO LICENSED IN ILLINOIS

July 2, 1997

**Certified - Return Receipt Requested**

State of Florida  
Division of Corporations  
Amendment Section  
P.O. Box 6327  
Tallahassee, FL 32314

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-07/28/97--01156--022  
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Re: *Freedom Trailer Leasing, Inc./Florida & Missouri Merger*  
*Our File No. 00677-00007*

Dear Sir/Madam:

Enclosed herewith please find an original Articles of Merger together with the Agreement of Merger and Plan of Reorganization which is attached to and incorporated into the Articles of Merger as Exhibit A. Also enclosed herewith is a check in the amount of \$122.50 payable to the State of Florida covering the filing fee and the fee for one certified copy of the Articles of Merger. I would appreciate your processing the enclosed Articles of Merger and returning a certified copy of the file-stamped Articles of Merger to me at your earliest convenience.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

  
Jeffrey S. Harrold

JSH:klh  
Enclosure  
cc: Phil Hamel  
158491\_1

VS AUG 5 1997

*Merger*

FILED  
97 JUL 28 AM 8:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**STATE OF FLORIDA  
DIVISION OF CORPORATIONS  
P.O. BOX 6327  
TALLAHASSEE, FLORIDA 32314  
ARTICLES OF MERGER**

**FILED**  
97 JUL 28 AM 8:58  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Pursuant to the provisions of the Florida Business Corporations Act, the undersigned corporations certify the following:

1. That Freedom Trailer Leasing, Inc., a Florida corporation and Freedom Trailer Leasing, Inc., a Missouri corporation are hereby merged and that the above named Freedom Trailer Leasing, Inc., a Missouri corporation is the surviving corporation (the "Surviving Corporation") pursuant to the Agreement of Merger and Plan of Reorganization attached hereto and incorporated hereto by reference as Exhibit "A" (hereinafter referred to as the "Plan of Merger").

2. That the Board of Directors of the Surviving Corporation, by resolution dated April 30, 1997, adopted by a unanimous vote of the members of such board approved the Plan of Merger set forth in these Articles.

3. That the Board of Directors of Freedom Trailer Leasing, Inc., a Florida corporation (the "Merged Corporation"), by resolution dated April 30, 1997, adopted by a unanimous vote of the members of such board approved the Plan of Merger set forth in these Articles.

4. That the Plan of Merger thereafter was submitted to a vote of the shareholders of the Surviving Corporation, who hold 135,137.5 shares entitled to vote, and said shareholders voted all 135,137.5 shares unanimously in favor of said Plan of Merger, by Unanimous Consent of the Shareholders dated April 30, 1997.

5. That the Plan of Merger thereafter was submitted to a vote of the shareholders of the Merged Corporation, who hold 270,275 shares entitled to vote, and said shareholders voted all 270,275 unanimously in favor of said Plan of Merger, by Unanimous Consent of the Shareholders dated April 30, 1997.

6. The Surviving Corporation is the survivor of the merger.

7. All the property, rights, privileges, leases and patents of the Merged Corporation are to be transferred to and become property of the Surviving Corporation. The officers and board of directors of the above named corporations are authorized and directed to execute all deeds, assignments, and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

8. The officers and board of directors of the Surviving Corporation shall continue in office until their successors are duly elected and qualified under the provisions of the Bylaws of the Surviving Corporation.

9. The Bylaws and Articles of Incorporation of the Surviving Corporation are not amended as a result of the merger, except as set forth in Sections 2.2 and 2.3 of the Plan of Merger which is attached hereto as Exhibit "A".

10. The outstanding shares of the Merged Corporation shall be exchanged for shares of the Surviving Corporation on the following basis:

one share of the Surviving Corporation will be issued for every two shares of the total 270,275 shares of issued and outstanding shares of the Merged Corporation.

11. The effective date of the merger shall be the date of the filing of these Articles of Merger.

12. Upon the merger becoming effective, the Surviving Corporation is deemed, to the extent applicable:

a) To appoint the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation a party to the merger or share exchange; and

b) To agree that it will promptly pay to the dissenting shareholders of each domestic corporation a party to the merger or share exchange the amount, if any, to which they are entitled under Section 607.1302.

IN WITNESS WHEREOF, these Articles of Merger have been executed in duplicate by the aforementioned corporations as of the day and year hereafter acknowledged.

CORPORATE SEAL:

FREEDOM TRAILER LEASING, INC.,  
a Missouri Corporation

ATTEST:

By: *Phil A. Hamel*  
PHIL A. HAMEL,  
Executive Vice President

By: *Phil A. Hamel*  
PHIL A. HAMEL, Secretary

CORPORATE SEAL:

FREEDOM TRAILER LEASING, INC.,  
a Florida Corporation

ATTEST:

By: *Phil A. Hamel*  
PHIL A. HAMEL,  
Executive Vice President

By: *Phil A. Hamel*  
PHIL A. HAMEL, Secretary

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS ) SS.

I, GAYLE REILLY, a Notary Public, do hereby certify that on the 30TH day of APRIL, 1997, personally appeared before me PHIL A. HAMEL who being by me first duly sworn, declared that he is the Executive Vice President of Freedom Trailer Leasing, Inc., a Missouri corporation, that he signed the foregoing instrument as Executive Vice President of the corporation, and that the statements therein contained are true.

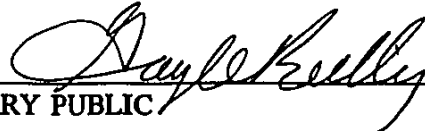
*Gayle Reilly*  
NOTARY PUBLIC

My Commission Expires:

GAYLE REILLY  
NOTARY PUBLIC STATE OF MISSOURI  
ST LOUIS COUNTY  
MY COMMISSION EXP AUG. 2, 1997

STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS ) SS.

I, GAYLE REILLY, a Notary Public, do hereby certify that on the 30TH day of APRIL, 1997, personally appeared before me PHIL A. HAMEL who being by me first duly sworn, declared that he is the Executive Vice President of Freedom Trailer Leasing, Inc., a Florida corporation, that he signed the foregoing instrument as Executive Vice President of the corporation, and that the statements therein contained are true.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

151810v4  
GAYLE REILLY  
NOTARY PUBLIC STATE OF MISSOURI  
ST LOUIS COUNTY  
MY COMMISSION EXP AUG. 2, 1997

EXHIBIT A

**Agreement of Merger and Plan of Reorganization**

This Agreement of Merger and Plan of Reorganization is made and entered into on the 30th day of April, 1997 by and between Freedom Trailer Leasing, Inc., a Florida corporation (hereinafter called "Freedom") and Freedom Trailer Leasing, Inc., a Missouri corporation (hereinafter called "Newco").

**WHEREAS**, the Boards of Directors of Freedom and Newco have resolved that Freedom be merged, pursuant to the General Corporation Law of the State of Florida and the General Corporation Law of the State of Missouri into a single corporation existing under the laws of the State of Missouri, to wit, Newco, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

**WHEREAS**, the authorized capital stock of Freedom consists of 1,000,000 shares of Common Stock with a par value of \$.01 per share (hereinafter called "Freedom Common Stock"), of which 270,275 shares are issued and outstanding;

**WHEREAS**, The authorized capital stock of Newco consists of 1,000,000 shares of Common Stock with a par value of \$.01 per share (hereinafter called "Newco Common Stock"), 135,137.5 shares of which are issued and outstanding; and

**WHEREAS**, the respective Boards of Directors of Freedom and Newco have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of the State of Florida and the General Corporation Law of the State of Missouri that Freedom shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Missouri; to wit, Newco, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

**1. Meetings; Filings; Effects of Merger**

**1.1. Stockholders' Meeting.** Freedom and Newco shall each call a meeting of its stockholders to be held in accordance with the respective General Corporation Laws of the States of Florida and Missouri at the earliest practicable date, upon due notice thereof to its stockholders or by unanimous consent to consider and vote upon, among other matters, adoption of this Agreement, or shall otherwise adopt this Agreement by consent of the stockholders as provided by law.

1.2. Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Stockholders of Freedom in accordance with the General Corporation Law of the State of Florida, (b) this Agreement is adopted by the stockholders of Newco in accordance with the General Corporation Law of the State of Missouri, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Missouri and Articles of Merger shall be filed in accordance with the General Corporation Law of the State of Florida. Such filings shall be made on the same day or as close thereto as possible. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filings, which date and time are herein referred to as the "Effective Date."

1.3. Certain Effects of Merger. On the Effective Date, the separate existence of Freedom shall cease, and Freedom shall be merged into Newco which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Freedom; and all and singular, the rights, privileges, powers, and franchises of Freedom, and all property, real, personal, and mixed, and all debts due to Freedom on whatever account, and all other things in action or belonging to Freedom on whatever account, shall be vested in the Surviving Corporation, and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Freedom, and the title to any real estate vested by deed or otherwise, under the laws of Missouri or Florida or any other jurisdiction, in Freedom shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Freedom shall be preserved unimpaired, and all debts, liabilities, and duties of Freedom shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Freedom or the corresponding officers of the Surviving Corporation, may, in the name of Freedom, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Freedom's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Freedom Trailer Leasing, Inc., a Missouri Corporation.

2.2 Certificate of Incorporation. Article VIII of the Certificate of Incorporation of Newco shall be amended and substituted with the language stated on Attachment "A" hereto. In all other respects, the Certificate of Incorporation of Newco as in effect on the date hereof



shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of Freedom, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein, except as follows:

- (i) The registered office and registered agent of the Surviving Corporation shall be as set forth in the articles of incorporation of Newco.
- (ii) References to "Florida" shall be understood to refer to "Missouri".
- (iii) References to "Articles 12 of the Articles of Incorporation" shall be understood to refer to "Article Eight of the Articles of Incorporation", as amended pursuant to paragraph 2.2 above.

### 3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of Freedom and the nature and amount of securities of Newco which the holders of shares of Freedom Common Stock are to receive in exchange for such shares are as follows:

Each two shares of Freedom Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of Newco Common Stock, and outstanding certificates representing shares of Freedom Common Stock shall thereafter represent shares of Newco Common Stock. Such certificates shall be exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation. Such certificates of Newco Common Stock shall be subject to such restrictions and agreements as may currently be in force and effect as to the currently outstanding shares of Freedom Common Stock.

### 4. Miscellaneous

4.1 This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Freedom or Newco, if the Board of Directors of Freedom or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.


4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written.

ATTEST:

Freedom Trailer Leasing, Inc.,  
A Florida Corporation

  
PHIL A. HAMEL,  
Secretary

By:   
PHIL HAMEL,  
Executive Vice-President

(SEAL)

ATTEST:

Freedom Trailer Leasing, Inc.,  
A Missouri Corporation

  
PHIL A. HAMEL,  
Secretary

By:   
PHIL A. HAMEL,  
Executive Vice-President

(SEAL)

**Attachment "A"**

**Article VIII of the Articles of Incorporation are amended to read, in their entirety, as follows:**

Any person who, by reason of the fact he or she is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, is or was a party, or is threatened to be made a party, to any threatened, pending, or completed actions, suit, or proceeding, whether civil, criminal, administrative, or investigative, shall be indemnified by the corporation, provided he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The indemnification shall be provided against expenses, including attorneys' fees, judgment, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding; provided, however, that with respect to any action or suit by or in the right of the corporation, the indemnification shall be only against expenses, including attorneys' fees, and in such cases no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless, and only to the extent that, the court in which the action or suit was brought, determines upon application, that despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. To the extent that a director, officer, employee, or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding or in defenses of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding. Any other indemnification hereunder, unless ordered by a court, shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances

because he or she has met the applicable standard of conduct set forth herein. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit, or proceeding, or if such a quorum is not obtainable or even if obtainable if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the shareholders. The termination of any action, suit, or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the corporation or, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

Expenses, including attorneys' fees, incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized herein.

The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable statute as amended from time to time, any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefits of his or her heirs, executors, and administrators. Any repeal or modification of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of any director, officer, employee, or agent of the corporation existing at the time of such repeal or modification.