

P99000052632

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Greenway Leasing Co., Inc

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\*\*\*\*\*70.00 \*\*\*\*\*70.00

Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

☒ Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

☒ Cert. Copy

☒ Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

FILED  
99 JUL -9 PM 2:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
7-15-99

C. COULLETTE JUL 09 1999

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

GREENWAY LEASING CO., INC., a Wisconsin corporation not qualified in  
Florida

INTO

**GREENWAY COMPANY, INC.**, a Florida corporation, P99000052632.

File date: July 9, 1999 , effective July 15, 1999

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER OF  
GREENWAY LEASING CO., INC.  
a Wisconsin corporation

INTO

GREENWAY COMPANY, INC.  
a Florida corporation

FILED  
99 JUL -9 PM 2:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to §607.1105 of the Florida Statutes, the undersigned corporations, Greenway Leasing Co., Inc., a Wisconsin corporation, and Greenway Company, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Greenway Leasing Co., Inc. into Greenway Company, Inc.

1. Plan of Merger. The Plan of Merger setting forth the terms and conditions of the merger of Greenway Leasing Co. Inc., into Greenway Company, Inc. is attached to these Articles as an exhibit and is hereby incorporated herein by this reference.

2. Adoption of Plan by Greenway Leasing Co., Inc. The Plan of Merger was approved in a writing executed by all of the directors and shareholders of Greenway Leasing Co., Inc., in lieu of special meetings for that purpose, such writing dated as of July 1, 1999.

3. Adoption of Plan by Greenway Company, Inc. The Plan of Merger was approved in a writing executed by all of the directors and shareholders of Greenway Company, Inc., in lieu of special meetings for that purpose, such writing dated as of July 1, 1999.

4. Effective Date. The Plan of Merger shall be effective on July 15, 1999, (the "Effective Date").

5. Foreign Law. The laws of the State of Wisconsin, the jurisdiction of organization of Greenway Leasing Co. Inc., permit the merger contemplated by the Plan of Merger, and all

EFFECTIVE DATE  
7-15-99

applicable laws of the State of Wisconsin will on fulfillment of all filing and recording requirements set forth by such laws have been complied with.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the Effective Date hereinabove set forth.

GREENWAY LEASING CO., INC.,  
a Wisconsin corporation

By: James E. Auer  
JAMES E. AUER  
Its: President

GREENWAY COMPANY, INC.,  
a Florida corporation

By: James E. Auer  
JAMES E. AUER  
Its: President

## PLAN OF MERGER

This Plan of Merger (the "Plan") is agreed to by GREENWAY COMPANY, INC., a Florida corporation, and GREENWAY LEASING CO., INC., a Wisconsin corporation, the corporations being sometimes hereafter collectively referred to as the "Constituent Corporations."

In consideration of the premises and of the mutual agreements herein contained, the Constituent Corporations have agreed, and do hereby agree, to merge upon the terms and conditions below stated.

1. Background. The respective Boards of Directors of the Constituent Corporations deem it advisable that Greenway Leasing Co., Inc., (the "Disappearing Corporation") be merged with and into Greenway Company Inc., (the "Surviving Corporation") and desire to merge the two corporations under the laws of the State of Florida and under the laws of the State of Wisconsin, as applicable, in the manner provided therefor pursuant to those laws.

2. Agreement to Merge. The Constituent Corporations hereby agree that the Disappearing Corporation shall be merged into the Surviving Corporation.

3. Name of Merged Corporation. The name of the Surviving Corporation shall be "GREENWAY COMPANY, INC. "

4. Place of Office of Surviving Corporation. The place in Florida where the principal office of the Surviving Corporation is to be located is 7650 Albert Tillinghast Drive, Sarasota, FL 34240.

5. Purposes of Surviving Corporation. The purposes of the Surviving Corporation are to engage in any lawful act or activity for which corporations may be formed under the Florida Business Corporation Act.

6. Authorized Shares of Surviving Corporation. The present number of shares which the Disappearing Corporation is authorized to issue is 9,000 shares of common stock having a per share par value of \$0.01, of which 100 shares are now issued and outstanding. The present number of shares which the Surviving Corporation is authorized to issue is 9,000 shares of common stock having a per share par value of \$0.01, of which 100 shares are now issued and outstanding.

7. First Directors. The present sole director of the Surviving Corporation shall continue as such until his successor or successors is or are duly elected or designated after the effective date of the merger.

8. Name and Residence of Agent of Corporation. JAMES O. FERGESON, JR., ESQUIRE, whose address is 1515 Ringling Boulevard, Suite 1000, Sarasota, Florida 34236, shall be, and is hereby, appointed as the agent on whom process, tax notices, and demands against Greenway Company, Inc., or either of the Constituent Corporations, may be served.

9. Mode of Effecting Merger. The mode of carrying the merger into effect, and the manner and basis of converting the shares of the Disappearing Corporation into shares of the Surviving Corporation, shall be as follows: Each shareholder of the Disappearing Corporation shall surrender his certificate or certificates to the Surviving Corporation during the period beginning on the date of this agreement and ending at 11:59 p.m. on the Effective Date. Upon surrender to the Surviving Corporation of the respective certificates for outstanding shares of the Disappearing Corporation, there shall be issued to the respective holders hereof, in substitution therefore, certificates for fully paid and nonassessable common shares of the Surviving Corporation, as follows:

<u>Shareholder</u>	<u>No. Shares Owned in Disappearing Corporation</u>	<u>No. Shares Issued in Surviving Corporation</u>
JAMES E. AUER	<u>100</u>	<u>100</u>
	<u>100</u>	<u>100</u>

Nothing herein is intended to defeat or impair any marital property or other interest which Jill C. Auer may have under the laws of Wisconsin in the shares of stock in the Disappearing Corporation, and it is intended that she have an identical interest in the shares of stock in the Surviving Corporation to the extent provided by the laws of the State of Florida.

10. Reporting of Assets at Book Value in Accounts of Surviving Corporation; Pooling of Interest. The assets of the Disappearing Corporation shall be reported in the accounts of the Surviving Corporation at their book value as of the Effective Date. The aggregate stated capital, capital surplus, and earned surplus of the Constituent Corporations shall be, respectively, the stated capital, capital surplus, and earned surplus of the Surviving Corporation.

11. Articles of Incorporation. The Articles of Incorporation of Greenway Company, Inc., shall continue to be the articles of the Surviving Corporation, until amended as provided by law.

12. Bylaws. The Bylaws of Greenway Company, Inc., shall be the Bylaws of the Surviving Corporation, until amended as provided by law.

13. Right of Corporation to Repurchase Its Shares. The Surviving Corporation, through its Board of Directors, shall have the right and power to repurchase any of its outstanding shares at such price and upon such terms as may be agreed upon between the Surviving Corporation and the shareholder and shareholders desiring to sell such shares to the Corporation.

14. Effective Date of Merger. The merger of the Constituent Corporations shall become effective on July 15, 1999 (the "Effective Date").

15. Directors' Rights to Abandon Merger. The Board of Directors of each of the Constituent Corporations shall have the power of its discretion to abandon the merger provided for herein prior to the filing of this Plan provided such Corporation has such power under the law applicable to it prior to the Effective Date.

IN WITNESS WHEREOF, the Constituent Corporations have caused their respective corporate names to be signed hereto, by their respective presidents and secretaries, thereunto duly authorized by the respective Board of Directors and shareholders of the Constituent Corporations, on the dates indicated below.

GREENWAY LEASING CO., INC.,  
a Wisconsin corporation

James E. Auer  
JAMES E. AUER, President

Dated: 7/1, 1999

(CORPORATE SEAL)

James E. Auer  
JAMES E. AUER, Secretary

Dated: 7/1, 1999

GREENWAY COMPANY, INC.,  
a Florida corporation

James E. Auer  
JAMES E. AUER, President

Dated: 7/1, 1999

(CORPORATE SEAL)

James E. Auer  
JAMES E. AUER, Secretary

Dated: 7/1, 1999



CERTIFICATE

I, JAMES E. AUER, in my capacities as President and Secretary of GREENWAY COMPANY, INC., a Florida corporation, do hereby certify:

1. That, pursuant to the provisions of Florida Statutes Chapter 607, the Directors of Greenway Company, Inc., a Florida corporation, consented in writing on July 1, 1999 to the adoption of the foregoing Plan of Merger.

2. That, pursuant to the provisions of Florida Statutes Chapter 607, all of the stockholders of Greenway Company, Inc., consented in writing on July 1, 1999, to the adoption of the foregoing Plan of Merger and authorized the President and Secretary of said corporation to execute the agreement on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand on July 1, 1999

GREENWAY COMPANY, INC.,  
a Florida corporation

James E. Auer  
JAMES E. AUER, President  
Dated: 7/1, 1999

(CORPORATE SEAL)

James E. Auer  
JAMES E. AUER, Secretary  
Dated: 7/1, 1999