



99000089529

ACCOUNT NO. : 072100000032

REFERENCE : 427406 80354A

AUTHORIZATION : Patricia Pizit

COST LIMIT : \$ 78.75

ORDER DATE : October 22, 1999

ORDER TIME : 1:10 PM

ORDER NO. : 427406-005

CUSTOMER NO: 80354A

CUSTOMER: Ms. Debbie Fricke
Winderweedle Haines Ward &
Suite 1500
390 North Orange Avenue
Orlando, FL 32802

Merger

100003023001-4

ARTICLES OF MERGER

BRANNAN LEASING, INC.

INTO

BRANNAN LEASING, INC.

FILED
99 OCT 22 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Jamela Abaied

EXAMINER'S INITIALS: DRE

10/27/99

RECEIVED
99 OCT 22 PM 3:17
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

BRANNAN LEASING, INC., a Kansas corporation not authorized to transact
business in Florida

INTO

BRANNAN LEASING, INC., a Florida entity, P99000089529

File date: October 22, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75

ARTICLES OF MERGER

99 OCT 22 PM 3:59
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of §607.1105, Florida Statutes, the undersigned corporations hereby adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The corporations party to the Agreement and Plan of Merger are BRANNAN LEASING, INC., a Kansas corporation ("Kansas Brannan Leasing") and BRANNAN LEASING, INC., a Florida corporation ("Florida Brannan Leasing"). Florida Brannan Leasing shall be the surviving corporation.

2. An Agreement of Merger and Plan of Merger and Reorganization ("Agreement") was proposed by the respective Boards of Directors of Kansas Brannan Leasing and Florida Brannan Leasing and was approved by the shareholders of each of those corporations (see attached Exhibit "A").

3. The dates of adoption of the Agreement by the shareholders of each of the corporations were:

<u>Name of Corporation</u>	<u>Date</u>
Kansas Brannan Leasing	October 18, 1999
Florida Brannan Leasing	October 18, 1999

4. The effective date of the Merger shall be the date of filing of these Articles with the Florida Secretary of State.

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

DATED as of the 18th day of October, 1999.

BRANNAN LEASING, INC., a Kansas
corporation

By: Stanley G. Brannan
Stanley G. Brannan,
President

Attest: Stanley G. Brannan
Secretary

BRANNAN LEASING, INC., a Florida
corporation

By: Stanley G. Brannan
Stanley G. Brannan,
President

Attest: Stanley G. Brannan
Secretary

EXHIBIT "A"

AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION

Agreement of Merger and Plan of Merger and Reorganization dated as of the 18 day of October, 1999, by and between BRANNAN LEASING, INC., a Kansas corporation (hereinafter called "Kansas Brannan Leasing") and BRANNAN LEASING, INC., a Florida corporation (hereinafter called "Florida Brannan Leasing").

RECITALS:

A. The respective Boards of Directors of Kansas Brannan Leasing and Florida Brannan Leasing have resolved that Kansas Brannan Leasing be merged under and pursuant to the Business Corporation Act of the State of Kansas and the Florida Business Corporation Act into a single corporation existing under the laws of the State of Florida, to-wit, Florida Brannan Leasing, 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 of 1986.

B. The authorized capital stock of Kansas Brannan Leasing consists of 100,000 shares of no par value Common Stock (hereinafter called "Kansas Brannan Leasing Common Stock"), of which 1,000 shares are issued and outstanding.

C. The authorized capital stock of Florida Brannan Leasing consists of 10,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "Florida Brannan Leasing Common Stock"), 1,000 shares of which are issued and outstanding.

D. The respective Boards of Directors of Kansas Brannan Leasing and Florida Brannan Leasing 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 Business Corporation Act of the State of Kansas and the Florida Business Corporation Act that Kansas Brannan Leasing 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 Florida, to wit, Florida Brannan Leasing, 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. Stockholders' Meetings; Filings; Effects of Merger

1.1. Action of Kansas Brannan Leasing Stockholders Without Meeting. The sole stockholder of Kansas Brannan Leasing, shall adopt this Agreement in accordance with the Business Corporation Act of the State of Kansas.

1.2. Action of Florida Brannan Leasing Stockholder Without Meeting. The sole stockholder of Florida Brannan Leasing, shall adopt this Agreement in accordance with the Florida Business Corporation Act.

1.3. Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by Stanley G. Brannan as the sole stockholder of Kansas Brannan Leasing in accordance with the Business Corporation Act of the State of Kansas, (b) this Agreement is adopted by Stanley G. Brannan as the sole stockholder of Florida Brannan Leasing, in accordance with the Florida Business Corporation Act, and (c) the 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 Florida Business Corporation Act and such instrument or instruments as may be required shall be filed in accordance with the Business Corporation Act of the State of Kansas. Such filings shall be made on the same day if possible. The Merger shall become effective on October 18, 1999, which date is herein referred to as the "Effective Date."

1.4. Certain Effects of Merger. On the Effective Date, the separate existence of Kansas Brannan Leasing shall cease, and Kansas Brannan Leasing shall be merged into Florida Brannan Leasing 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 Kansas Brannan Leasing; and all and singular, the rights, privileges, powers, and franchises of Kansas Brannan Leasing, and all property, real, personal, and mixed, and all debts due to Kansas Brannan Leasing on whatever account, as well for stock subscriptions and all other things in action or belonging to Kansas Brannan Leasing, 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 Kansas Brannan Leasing, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Kansas or any other jurisdiction, in Kansas Brannan Leasing, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Kansas Brannan Leasing shall be preserved unimpaired, and all debts, liabilities, and duties of Kansas Brannan Leasing 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 Kansas Brannan Leasing or the corresponding officers of the Surviving Corporation, may, in the name of Kansas Brannan Leasing, 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 Kansas Brannan Leasing'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 BRANNAN LEASING, INC., a Florida corporation.

2.2. Certificate of Incorporation. The Articles of Incorporation of Florida Brannan Leasing as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation.

2.3. By-Laws. The By-Laws of Florida Brannan Leasing, 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.

3. Status and Conversion of Shares

The manner and basis of converting the shares of the capital stock of Kansas Brannan Leasing and the nature and amount of securities of Florida Brannan Leasing which the holders of shares of Kansas Brannan Leasing Common Stock are to receive in exchange of such shares are as follows: Each one share of Kansas Brannan Leasing 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 Florida Brannan Leasing Common Stock, and outstanding certificates representing shares of Kansas Brannan Leasing Common Stock shall thereafter represent shares of Florida Brannan Leasing Common Stock. Such certificates may, but need not 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.

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 Kansas Brannan Leasing, if the Board of Directors of Kansas Brannan Leasing 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 Brannan Leasing, Inc., a Kansas corporation, and Brannan Leasing, Inc., a Florida corporation, as of the date first above written.

BRANNAN LEASING, INC., a Kansas corporation

By: _____
Stanley G. Brannan,
President

Attest: _____
Secretary

BRANNAN LEASING, INC., a Florida corporation

By: _____
Stanley G. Brannan,
President

Attest: _____
Secretary