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Articles of Merger  
Filed 8-8-85

11 pgs.

ARTICLES OF MERGER

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INTERMOUNTAIN TERMINAL COMPANY, a Nevada corporation  
(Charter #P06482)

-----merging into-----

RYDER/P-I-E NATIONWIDE, INC.

Surviving Charter Number: 314339

Filing Date: August 8, 1985

314339

Charter # Only

0

ROGERS, TOWERS ET AL

Requestor's Name

118 1/2 East Jefferson Street

Address

Tallahassee, FL 32302 222-7200

City State ZIP Phone #

Please call Connie or Pat if any problems  
CORPORATION(S) NAME

VALIDATION ONLY

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Intermountain Terminal Company

merging into

Bydel / P-T-E Nationwide, Inc.

314339

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1985 AUG -8 PM 12 27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

PROFIT  AMENDMENT  MERGER

FOREIGN  DISSOLUTION  MARK

LIMITED PARTNERSHIP  ANNUAL REPORT  RESERVATION

REINSTATEMENT  OTHER

CERTIFIED COPY  PHOTO COPIES  CERTIFICATE UNDER SEAL

WALK IN  WILL WAIT  PICK UP  MAIL OUT  CALL  AFTER 4:30

Name Availability	P-F-85
Document Examiner	(M)
Updater	(J)
Updater Verifier	(M)
Acknowledgment	(M)
W.P. Verifier	(M)

8/8/85  
3:00

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

INTERMOUNTAIN TERMINAL COMPANY

INTO

RYDER/P-I-E NATIONWIDE, INC.

Pursuant to Section 607.227 of the Florida General Corporation Act, the undersigned corporations adopt the following Articles of Merger:

FIRST: Ryder/P-I-E Nationwide, Inc. is a corporation organized under the laws of the State of Florida owning at least 90 percent of the shares of Intermountain Terminal Company, a corporation organized under the laws of the State of Nevada.

SECOND: The attached Agreement and Plan of Merger was approved by resolution of the Board of Directors of Ryder/P-I-E Nationwide, Inc.

THIRD: The number of outstanding shares of each class of the subsidiary corporation and the number of shares of each class owned by the surviving corporation is:

<u>Class</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Owned by Parent</u>
Common	53,396	53,396

FOURTH: The mailing of the Agreement and Plan of Merger to the shareholders of the subsidiary corporation was waived by all the shareholders.

FIFTH: The effective date of the merger shall be upon the

filing of the Certificate of Ownership and Merger with the Secretary of State of Nevada and the filing of the Articles of Merger with the Secretary of State of Florida, such filings to be effected on the same date.

Signed this 5<sup>th</sup> day of August, 1985.

RYDER/P-I-E NATIONWIDE, INC.

By:

  
Les H. Suggs  
Executive Vice President

By:

  
Norleen O. Davies  
Assistant Secretary

STATE OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA ) SS.

The foregoing instrument was acknowledged before me this  
5th day of August, 1985, by Norleen O. Davies,  
Assistant Secretary of Ryder/P-I-E Nationwide, Inc., on behalf of  
the Corporation.

My commission expires July 18, 1988.

*Any Louise Tressler*

Notary Public  
ANY LOUISE TRESSLER  
Notary Public, Phila., Penn. Co.  
My Commission Expires July 18, 1988

#### AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, made this 5th day of August, 1985, by and between RYDER/P-I-E NATIONWIDE, INC., a Florida corporation (herein called "Survivor") and INTERMOUNTAIN TERMINAL COMPANY, a Nevada corporation (herein called "Merging Corporation"). Survivor and Merging Corporation are herein sometimes collectively called the "Constituent Corporations".

#### BACKGROUND OF AGREEMENT

Survivor is a corporation organized and existing under the laws of the State of Florida by its Articles of Incorporation which were filed on February 27, 1967. Survivor has an authorized capital of 100 shares of Common Stock, par value \$100.00 per share, ("Survivor Stock"), of which 97 shares of Common Stock are now issued and outstanding. All of the issued and outstanding shares of Common Stock are owned by Ryder Transportation Services, Inc., a Delaware corporation (herein called "RTS").

Merging Corporation is a corporation organized under the laws of the State of Nevada by its Articles of Incorporation which were filed on May 20, 1941. It has an authorized capital of 500,000 shares of Common Stock, without par value, and 2,500 shares of Preferred Stock, without par value, of which 53,396

shares of Common Stock are now issued and outstanding. All of the issued and outstanding shares of Common Stock are owned by Survivor.

The Board of Directors of each of the Constituent Corporations has determined that a merger of the Merging Corporation into Survivor is in the best interests of each of the parties hereto, and such parties desire to set forth herein their entire agreement respecting such merger.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of the mutual covenants herein contained agree as follows:

1. MERGER

The Constituent Corporations shall be and hereby are merged into a single corporation in accordance with the applicable provisions of the Nevada General Corporation Law and the Florida General Corporation Act by the Merging Corporation merging into Survivor. The separate existence of the Merging Corporation will cease upon the Effective Date of the merger (as hereinafter defined in Section 4 hereof), and Survivor shall thereafter possess all rights, privileges, immunities, powers, licenses, permits, franchises, patents, trademarks, registrations, and purposes of the Merging Corporation, both of a public and private nature, and all of its property, real and personal, tangible and intangible, wherever located, including causes of action. Every other asset of each of the Constituent Corporations as of the Effective Date of the merger shall be



vested, or continued to be vested, in Survivor without further act or deed. All of the rights of, and liabilities and obligations to, creditors and all liens upon the property of the Merging Corporation shall be preserved unimpaired and the Merging Corporation shall be deemed to continue in existence to preserve the same. All debts, liabilities, restrictions, and duties of the Merging Corporation shall attach to Survivor and be enforced against it to the same extent as if they had been incurred by it.

2. ARTICLES, BY-LAWS, DIRECTORS AND OFFICERS

2.1 The Articles of Incorporation of Survivor as in effect on the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this Merger.

2.2 The By-Laws of Survivor as in effect on the Effective Date of the Merger shall continue in full force and effect, unless and until subsequently amended, as the By-Laws of the corporation surviving this Merger.

2.3 The Directors and Officers of the Survivor in office on the Effective Date of the Merger shall continue in office until their successors have been duly elected and qualified.

3. STATUS OF OUTSTANDING CAPITAL STOCK

3.1 Survivor Stock

Each share of Survivor Stock outstanding prior to the Effective Date of the Merger and issued by Survivor, will be unchanged as a result of the Merger and shall remain the same

outstanding shares of Survivor Stock after the Merger.

**3.2 Merging Corporation Capital Stock**

Upon the Effective Date of the Merger, each share of Common Stock, without par value, and each share of Preferred Stock, par value \$100.00 per share, of Merging Corporation which shall be outstanding prior thereto shall be cancelled, and no shares of Survivor Stock or other securities or cash will be issued with respect thereto.

**4. EFFECTIVE DATE**

The effective date of the merger shall be upon the filing of the Certificate of Ownership and Merger with the Secretary of State of Nevada and the filing of the Articles of Merger with the Secretary of State of Florida, such filings to be effected on the same date.

**5. ADDITIONAL DOCUMENTS**

The Merging Corporation hereby agrees, from time to time and at any time, before or after the Effective Date of the Merger, as and when requested by Survivor or its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take or cause to be taken all such further or other action, as Survivor may deem necessary or desirable in order to vest in and to confirm to Survivor title to and possession of any property of the Merging Corporation acquired or to be acquired by reason of, or as a result of, the Merger provided for herein, and otherwise to carry out the intent and purposes hereof.

**6. TERMINATION**

Notwithstanding anything contained herein to the contrary, this Agreement and the Merger provided for herein may be terminated and abandoned at any time prior to the Effective Date by the consent of the Board of Directors of each of the Constituent Corporations.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been signed by each of the Constituent Corporations and each Constituent Corporation has caused its corporate seal to be affixed hereto, all as the day and year first above written.

ATTEST:

RYDER/P-I-E NATIONWIDE, INC.

By: *Morleen O. Davies*  
Morleen O. Davies  
Assistant Secretary

By: *Leo K. Suggs*  
Leo K. Suggs  
Executive Vice President

(Corporate Seal)

ATTEST:

INTERMOUNTAIN TERMINAL COMPANY

By: *Alfred A. Clougherty*  
Alfred A. Clougherty  
Assistant Treasurer

By: *Joe H. McDonald*  
Joe H. McDonald  
Treasurer

(Corporate Seal)