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MERGER OR SHARE EXCHANGE
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ARTICLES OF MERGER
OF
L&R ACQUISITIONS, INC.
WITH AND INTO
D.T.L. TRANSPORTATION, INC.

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

ONE

The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is:

Name:	Jurisdiction:	Document Number:
D.T.L. Transportation, Inc.	Florida	533455

TWO

The name and jurisdiction of the merging corporation (the "Merging Corporation") is:

Name:	Jurisdiction:	Document Number:
L&R Acquisitions, Inc.	Florida	P11000093043

THREE

The Agreement and Plan of Merger and Recapitalization entered into by and between the Surviving Corporation and the Merging Corporation is attached hereto as Exhibit "A" (the "Plan of Merger").

FOUR

The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIVE

The Plan of Merger was approved and adopted by the board of directors and the shareholders of the Surviving Corporation in accordance with the applicable provisions of the Florida Business Corporation Act on December 1, 2011.

SIX

The Plan of Merger was approved and adopted by the board of directors and the shareholders of the Merging Corporation in accordance with the applicable provisions of the Florida Business Corporation Act on December 1, 2011.

[Signatures on following page]

IN WITNESS WHEREOF, these Articles of Merger are hereby executed and adopted by each of the undersigned by its duly authorized representative as of the 1st day of December, 2011. These Articles of Merger may be executed in counterparts which, when taken together, shall constitute the original hereof.

SURVIVING CORPORATION:

D.T.L. TRANSPORTATION, INC.,
a Florida corporation

By: _____
Mark R. Cardegnio, President

MERGING CORPORATION:

L&R ACQUISITIONS, INC.,
a Florida corporation

By: _____
Larry Ahlers, President

Exhibit A

Agreement and Plan of Merger and Recapitalization

(See attached)

AGREEMENT AND PLAN OF MERGER AND RECAPITALIZATION OF L&R ACQUISITIONS, INC. WITH AND INTO D.T.L. TRANSPORTATION, INC.

I. NAMES

The names of the entities planning to merge are L&R Acquisitions, Inc., a corporation organized under the laws of the State of Florida ("LRA"), and D.T.L. Transportation, Inc., a corporation organized under the laws of the State of Florida ("DTL").

II. MERGER

LRA and DTL shall, pursuant to the provisions of the Florida Business Corporation Act (the "Act"), be merged (the "Merger") with and into a single corporation, to wit, DTL, which shall be the surviving corporation of the Merger under the name "D.T.L. Transportation, Inc." (the "Surviving Corporation") when the Merger takes effect (the "Effective Time") in accordance with this Agreement and Plan of Merger and Recapitalization (this "Agreement") and the provisions of the Act. The separate corporate existence of LRA, which is sometimes hereinafter referred to as the "Merging Corporation," shall cease as of the Effective Time in accordance with the provisions of the Act.

III. ARTICLES OF INCORPORATION

The articles of incorporation of DTL as in effect immediately before the Effective Time shall be amended and restated as of the Effective Time in the form attached hereto as Exhibit A and as so amended and restated shall be the articles of incorporation of the Surviving Corporation and shall continue to be the articles of incorporation of the Surviving Corporation until thereafter amended as set forth therein or as provided by applicable law.

IV. BYLAWS

The bylaws of DTL as in effect immediately before the Effective Time shall be the bylaws of the Surviving Corporation and shall continue to be the bylaws of the Surviving Corporation until thereafter amended as set forth therein or in the articles of incorporation of the Surviving Corporation or as provided by applicable law.

V. DIRECTORS AND OFFICERS

The directors and officers of DTL immediately before the Effective Time shall be the directors and officers of the Surviving Corporation, to hold their respective positions until the election and qualification of their respective successors or until their tenure is otherwise terminated by law or in accordance with the articles of incorporation or bylaws of the Surviving Corporation.

VI.
CONVERSION OF SHARES AND WARRANTS

(A) Capital Stock. As of the Effective Time:

(1) The shares of the Terminating Corporation outstanding as of the Effective Time shall be converted into shares of the Surviving Corporation as follows:

(a) Each share of Series A Preferred Stock, $0.001 per share, of the Merging Corporation outstanding as of the Effective Time shall be converted into one (1) share of Series A Preferred Stock, $0.001 per share, of the Surviving Corporation;

(b) Each share of Series A Common Stock, $0.001 per share, of the Merging Corporation outstanding as of the Effective Time shall be converted into one (1) share of Series A Common Stock, $0.001 per share, of the Surviving Corporation; and

(c) Each share of Series B Common Stock, $0.001 per share, of the Merging Corporation outstanding as of the Effective Time shall be converted into one (1) share of Series B Common Stock, $0.001 per share, of the Surviving Corporation;

(2) The shares of voting Common Stock, $1.00 par value per share, of DTL and non-voting Common Stock, $1.00 par value per share, of DTL outstanding as of the Effective Time that are owned by the Merging Corporation shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, but such shares shall be cancelled; and

(3) (a) Each share of voting Common Stock, $1.00 par value per share, of DTL outstanding as of the Effective Time that is owned by persons other than the Merging Corporation as of the Effective Time shall be converted into one hundred (100) shares of Series B Common Stock, $0.001 per share, of the Surviving Corporation, and (b) each share of non-voting Common Stock, $1.00 par value per share, of DTL outstanding as of the Effective Time that is owned by persons other than the Merging Corporation as of the Effective Time shall be converted into one hundred (100) shares of Series B Common Stock, $0.001 per share, of the Surviving Corporation.

At or promptly following the Effective Time, each holder of an outstanding certificate representing shares of the Merging Corporation or the Surviving Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive such number and type of shares of capital stock of the Surviving Corporation as determined pursuant to this paragraph (A), if any. Until so surrendered, the outstanding certificates of the Merging Corporation or the Surviving Corporation to be converted into the capital stock of the Surviving Corporation as provided herein may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place. On and after the Effective Time, the holders of certificates representing shares of the Merging Corporation outstanding prior to the Effective Time shall cease to have any rights with respect to any such shares, and their sole rights shall be with respect to the capital stock of the Surviving Corporation into which their shares shall have converted. Upon the Effective Time, the stock transfer books of the Merging Corporation shall be closed and no transfer of shares of the Merging Corporation outstanding immediately prior to the Effective Date shall thereafter be made or consummated.

(B) Warrants. As of the Effective Time, each warrant to purchase shares of Series A Common Stock, $0.001 per share, of the Merging Corporation outstanding as of the Effective Time (an "Original Warrant") shall be cancelled, and the Surviving Corporation shall issue a replacement warrant to each holder thereof that shall provide identical terms to such holder's Original Warrant except that such replacement warrant shall be exercisable into the same percentage of shares of Series A Common Stock, $0.001 per share, of the Surviving Corporation in the form attached hereto as Exhibit B (a "Replacement Warrant").

At or promptly following the Effective Time, each holder of an Original Warrant shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive a Replacement Warrant with respect thereto. Until so surrendered, an Original Warrant may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of a Replacement Warrant therefor as though said surrender and exchange had taken place. On and after the Effective Time, the holders of an Original Warrant shall cease to have any rights with respect to any shares of the Merging Corporation, and their sole rights shall be with respect to the capital stock of the Surviving Corporation issuable upon exercise of a Replacement Warrant.

VII.
TRANSFER OF RIGHTS AND OBLIGATIONS

Upon the Effective Time, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merging Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights and other interests of the Surviving Corporation and the Merging Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merging Corporation, respectively, prior to the Merger. All transfers vesting in the Surviving Corporation referred to herein shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of a merger or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which either or both of the parties hereto is a party or bound. From and after the Effective Time, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each party to the Merger. Neither the rights of creditors nor any liens upon the property of any party to the Merger shall be impaired by the Merger.

VIII.
EFFECTIVE TIME OF MERGER

The Effective Time of the Merger shall be upon the filing of articles of merger with respect to the Merger in accordance with the Act.

IX.
GENERAL AUTHORITY

The directors and the officers of the Merging Corporation and the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents, which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or the Merger.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement as of the 1st day of December, 2011.

L&R Acquisitions, Inc.

By: _____
Larry Ahlers, President

D.T.L. Transportation, Inc.

By: _____
Mark R. Cardegnio, President

Exhibit A

Form of Articles of Incorporation of the Surviving Corporation

(see attached)

CERTIFICATE OF RESTATEMENT

TO

ARTICLES OF INCORPORATION OF

D.T.L. TRANSPORTATION, INC.

(Pursuant to Section 607.1007 of the Florida Business Corporation Act)

D.T.L. Transportation, Inc., a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act (the "Act"), **DOES HEREBY CERTIFY:**

1. That the name of this corporation is D.T.L. Transportation, Inc. (the "Corporation"), and that this Corporation was originally incorporated pursuant to the Act on May 11, 1977 under the name Dick's Trucking & Leasing, Inc.

2. That a copy of the Amended and Restated Articles of Incorporation of D.T.L. Transportation, Inc. is attached hereto as Attachment 1 (the "Restatement").

3. That the Restatement contains an amendment to the Articles of Incorporation requiring shareholder approval.

4. That the number of votes cast for the amendment by the shareholders was sufficient for approval.

5. That the Restatement shall be effective upon the filing thereof.

IN WITNESS WHEREOF, this Certificate has been executed by a duly authorized officer of the Corporation on this 1st day of December, 2011.

D.T.L. TRANSPORTATION, INC.

By: _____
Mark R. Cardegnio
President

ATTACHMENT 1

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
D.T.L. TRANSPORTATION, INC.

D.T.L. Transportation, Inc., a corporation organized and existing under the laws of the State of Florida, pursuant to Section 607.1007 of the Florida Business Corporation Act hereby restates, integrates and amends its Articles of Incorporation to read in full as herein set forth:

I.

NAME

The name of this corporation is D.T.L. Transportation, Inc. (the "Corporation").

II.

PURPOSE

The purpose of the Corporation is to engage in any activity within the purposes for which corporations may be organized under the Florida Business Corporation Act (the "Act").

III.

PRINCIPAL PLACE OF BUSINESS

The address of the Corporation's principal place of business is 301 Northstar Court, Sanford, Florida 32771.

IV.

REGISTERED AGENT

The address of the Corporation's registered office in the State of Florida is 301 Northstar Court, Sanford, Florida 32771. The name of the Corporation's registered agent at such address is Larry Ahlers.

V.

CAPITALIZATION

The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is Three Hundred Sixty-Two Thousand (362,000) shares, consisting of (i) Three Hundred Sixty Thousand (360,000) shares of Common Stock, $0.001 par value per share ("Common Stock"), and (ii) Two Thousand (2,000) shares of Preferred Stock, $0.001 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof, in respect of each class of capital stock of the Corporation. Unless otherwise indicated, references to "Sections" or "Subsections" in this Article refer to sections and subsections of this Article V.

A. COMMON STOCK

Three Hundred Twenty-Four Thousand (324,000) shares of the authorized Common Stock are hereby designated Series A Common Stock, $0.001 par value per share ("Series A Common Stock"), and Thirty Six Thousand (36,000) shares of the authorized Common Stock are hereby designated Series B Common Stock, $0.001 par value per share ("Series B Common Stock"). Except as otherwise set forth in Sections A(1) and A(2) below, the Series A Common Stock and the Series B Common Stock shall have identical rights, preferences, powers and privileges and restrictions, qualifications and limitations, including (a) full and unlimited voting and (b) equal rights of participation in dividends and distributions and to receive the net assets of the Corporation ratably upon liquidation, sale or dissolution of the Corporation, subject to and qualified by the rights, preferences, powers and privileges of the holders of the Preferred Stock set forth herein.

1. Voting.

(a) General. On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of the shareholders of the Corporation (or by written consent of the shareholders in lieu of a meeting), each holder of outstanding shares of Series A Common Stock or Series B Common Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock held thereby. Except as otherwise provided by law or by the provisions of Section A(1)(b) below, the holders of Series A Common Stock and Series B Common Stock shall vote together as a single class.

(b) Separate Vote of Series B Common Stock. At any time when shares of Series B Common Stock are outstanding, in addition to the vote or written consent of the holders of a greater number of shares of the Corporation required by law or by these Articles of Incorporation, and in addition to any other vote required by law or these Articles of Incorporation, without the written consent or affirmative vote of the holders of a majority of the then outstanding shares of Series B Common Stock, given in writing or by vote at a meeting, or by consent in lieu of a meeting, as the case may be, in any event voting separately as a class, the Corporation shall not either directly or indirectly, by amendment, merger, consolidation or otherwise, do any of the following:

(i) alter or change the rights, preferences, powers and privileges of the Series B Common Stock in an adverse manner;

(ii) effect any stock split, stock dividend, reverse stock split, stock combination, recapitalization or other reclassification that affects the Series B Common Stock, unless such action affects all shares of Common Stock in substantially the same manner;

(iii) issue any additional shares of Series B Common Stock; or

(iv) waive any rights granted to the holders of Series B Common Stock pursuant to this Section A(1)(b) or Section A(2) below.

Notwithstanding the foregoing, this Section A(1)(b), and the rights granted to the holders of Series B Common Stock set forth herein, will not apply with respect to the approval of a voluntary or involuntary liquidation, including a Deemed Liquidation Event (as defined below), dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation amongst the shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, pursuant to which the assets available for distribution to its shareholders are distributed in accordance with Article V Section (B)(2) below.

2. Adjustment for Warrant Exercise.

(a) Subdivision. Upon the exercise of any or all of the warrants to purchase shares of Series A Common Stock issued by the Corporation on the date hereof (as such may be amended, restated, replaced, divided and/or reissued, the "Warrants"), each share of Series B Common Stock that is outstanding immediately prior to such exercise shall automatically, and without any further action by the shareholders of the Corporation, upon such exercise subdivide into such number of duly authorized, fully paid and non-assessable shares of Series B Common Stock as are determined based on the following formula:

$$X = T*((B/(A+B))/(A/(A+B)))/B$$

Where:

- X = number of shares of Series B Common Stock into which each share of Series B Common Stock outstanding pre-Warrant exercise subdivides upon Warrant exercise
- A = number of shares of Series A Common Stock outstanding pre-Warrant exercise
- B = number of shares of Series B Common Stock outstanding pre-Warrant exercise
- C = number of shares of Series A Common Stock issued upon Warrant exercise
- T = $A + C$

Any adjustment under this Subsection shall become effective at the close of business on the date on which the Warrant is exercised. Promptly following the effective date of any subdivision contemplated by this Section A(2)(a), the Corporation shall issue to each holder of shares of Series B Common Stock a stock certificate representing such additional number of shares of Series B Common Stock as is equal to the difference between the number of shares of Series B Common Stock into which such holder's shares subdivide pursuant to this Section A(2)(a) and the number of shares of Series B Common Stock held by such holder immediately prior to such subdivision.

(b) Fractional Shares. No fractional shares of Series B Common Stock shall be issued upon the subdivision contemplated by Section A(2)(a) above. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Series B Common Stock as determined in good faith by the Board of Directors of the Corporation

(c) Termination. The rights, preferences, powers and privileges of the Series B Common Stock set forth in Section (A)(1)(b) and this Section A(2) shall immediately terminate following the consummation of a voluntary or involuntary liquidation, including a Deemed Liquidation Event, dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation amongst the shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, pursuant to which the assets available for distribution to its shareholders are distributed in accordance with Article V Section (B)(2) below.

B. PREFERRED STOCK

All of the shares of Preferred Stock that the Corporation shall have authority to issue are hereby designated Series A Preferred Stock, $0.001 par value per share ("Series A Preferred Stock"), each with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations:

1. Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock (such date, the "Series A Preferred Original Issue Date"), dividends per annum of $120.00 per share shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) ("Accruing Dividends"). Accruing Dividends shall accrue on a quarterly basis, whether or not declared, and shall be cumulative; provided, however, that except as set forth in the following sentence of this Section B(1) or in Section B(2) or B(5) below, such Accruing Dividends shall be payable only when as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount equal to the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid. No dividends shall be paid or payable on the Series A Preferred Stock other than the Accruing Dividends.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(a) Preferential Payments to Holders of Preferred Stock. In the event of any voluntary or involuntary liquidation, including a Deemed Liquidation Event (as defined below), dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation amongst the shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, the holders of the shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets available for distribution to its shareholders, before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to $1,000.00 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the "Series A Preferred Original Issue Price") plus all accrued but unpaid Accruing Dividends thereon (collectively, the "Series A Preferred Liquidation Preference"). If upon any such liquidation, dissolution or winding up of the Corporation the assets available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount of the Series A Preferred Liquidation Preference to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Distribution of Remaining Assets. After the payment of the full amount of the Series A Preferred Liquidation Preference to the holders of shares of Series A Preferred Stock, the remaining assets available for distribution to the Corporation's shareholders (the "Residual Assets") shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder; provided, however, if any Warrants are sold, transferred or assigned (collectively, "Unexercised Warrants") in connection with a voluntary or involuntary liquidation, including a Deemed Liquidation Event, dissolution or winding up of the Corporation or any other distribution of the assets of the Corporation amongst the shareholders for the purpose of winding up its affairs, whether voluntary or

involuntary, the Residual Assets shall be distributed as if the Unexercised Warrants had been exercised and the Series B Common Stock had been sub-divided in accordance with Article V Section (A)(2)(a) above. The Series A Preferred Stock shall have no right to participate in or receive any portion of any assets remaining after the payment of the full amount of the Series A Preferred Liquidation Preference thereto.

(c) Deemed Liquidation Events. The following events shall be deemed to be a liquidation of the Corporation for purposes of this Section B(2) (a "Deemed Liquidation Event"):

(i) any merger or consolidation of the Corporation with or into any other person, or any other reorganization, in which the shareholders of the Corporation as constituted immediately prior to such merger, consolidation or reorganization own less than fifty percent (50%) of the Corporation's (or the surviving or resulting entity's) voting power immediately after such merger, consolidation or reorganization or any other transaction or series of related transactions in which the shareholders immediately prior to such transaction or series of related transactions will, immediately after such transaction or series of related transactions (by virtue of securities issued in such transaction or series of related transactions) own less than fifty percent (50%) of the voting power of the resulting or surviving entity; provided that the consummation of the transactions contemplated by that certain merger agreement to be entered into by the Corporation on or around December 1, 2011 (the "Merger Agreement") and the future exercise of the Warrants (and the change in ownership of the Corporation caused by virtue thereof) shall not constitute Deemed Liquidation Events hereunder; or

(ii) a sale, lease, transfer or other disposition (whether by merger or otherwise), in a single transaction or any series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all of the assets of the Corporation and its subsidiaries, taken as a whole, to any person or entity other than a wholly owned subsidiary of the Corporation.

3. Voting. The Series A Preferred Stock shall be non-voting, and except as otherwise required by law, the holders thereof shall not be entitled to vote on any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting).

4. Conversion. The Series A Preferred Stock shall not be convertible into any other class or series of capital stock of the Corporation.

5. Redemption.

(a) Mandatory Redemption. From and after the fifth (5^{th}) anniversary of the Series A Preferred Original Issue Date, upon written request of any holder(s) of shares of Series A Preferred Stock (a "Holder Redemption Notice"), the Corporation shall redeem, in whole or in part, as so requested, the then outstanding shares of Series A Preferred Stock held by such requesting holder(s) (the "Mandatory Redemption Shares") in exchange for the applicable Redemption Amount (as defined below) as set forth in Section B(5)(e) below. The Corporation shall redeem the Mandatory Redemption Shares upon the later of (i) the date set forth in the Holder Redemption Notice or (ii) sixty (60) days after receipt of the Holder Redemption Notice by the Corporation (the "Mandatory Redemption Date").

(b) Optional Redemption. From and after the second (2^{nd}) anniversary of the Series A Preferred Original Issue Date, upon written notice by the Corporation to the holder(s) of shares of Series A Preferred Stock (a "Corporation Redemption Notice"), the Corporation may, but is not required to, redeem, in whole or in part, the then outstanding shares of Series A Preferred Stock held by such

holder(s) (the "Optional Redemption Shares") in exchange for the applicable Redemption Amount as set forth in Section B(5)(e) below. The Corporation shall redeem the Optional Redemption Shares on the date set forth in the Corporation Redemption Notice or such other date as is determined by the Corporation (the "Optional Redemption Date").

(c) Redemption Amounts.

(i) Upon a redemption pursuant to Section B(5)(a) above, the "Redemption Amount" shall be, and the Corporation shall pay to each holder of Mandatory Redemption Shares, an amount per share equal to the Series A Preferred Liquidation Preference.

(ii) Upon a redemption pursuant to Section B(5)(b) above that occurs during the one (1) year period commencing on the second (2nd) anniversary of the Series A Preferred Original Issue Date, the "Redemption Amount" shall be, and the Corporation shall pay to each holder of Optional Redemption Shares, an amount per share equal to (A) one hundred four percent (104%) of the Series A Preferred Original Issue Price plus (B) all accrued but unpaid Accruing Dividends thereon.

(iii) Upon a redemption pursuant to Section B(5)(b) above that occurs during the one (1) year period commencing on the third (3rd) anniversary of the Series A Preferred Original Issue Date, the "Redemption Amount" shall be, and the Corporation shall pay to each holder of Optional Redemption Shares, an amount per share equal to (A) one hundred two percent (102%) of the Series A Preferred Original Issue Price plus (B) all accrued but unpaid Accruing Dividends thereon.

(iv) Upon a redemption pursuant to Section B(5)(b) above that occurs on or after the fourth (4th) anniversary of the Series A Preferred Original Issue Date, the "Redemption Amount" shall be, and the Corporation shall pay to each holder of Optional Redemption Shares, an amount per share equal to the Series A Preferred Liquidation Preference.

(d) Insufficient Funds. If the funds of the Corporation legally available for redemption of the Series A Preferred Stock are insufficient to redeem the full number of Mandatory Redemption Shares required under Section B(5)(a) to be redeemed on the Mandatory Redemption Date, those funds that are legally available will be used to redeem the maximum possible number of shares of such Mandatory Redemption Shares being redeemed on such Mandatory Redemption Date, such redemption to be made pro rata among the holders of such Mandatory Redemption Shares set forth in the Holder Redemption Notice delivered pursuant to Section B(5)(a) above in accordance with the number of Mandatory Redemption Shares held by such holders. At any time thereafter when additional funds of the Corporation become legally available for the redemption of the remaining Mandatory Redemption Shares, such funds will be used to redeem the balance of the Mandatory Redemption Shares that the Corporation was theretofore obligated to redeem as provided in the immediately preceding sentence. Any Mandatory Redemption Shares that are not redeemed as a result of the circumstances described in this Section B(5)(d) shall remain outstanding and shall continue with all rights attributable thereto until such shares shall have been redeemed and the redemption price paid in full.

(e) Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Redemption Date shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated by the Corporation in writing, and thereupon the Redemption Amount for such shares shall be payable to the order of the person whose name appears on such

certificate or certificates as the owner thereof. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

(f) Rights Subsequent to Redemption. If on the applicable Redemption Date the Redemption Amount payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Amount without interest upon surrender of their certificate or certificates therefor.

(g) Redeemed Shares. Any shares of Series A Preferred Stock that are redeemed by the Corporation shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred.

6. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding.

7. Notices. Any notice required or permitted by the provisions of this Article V to be given to a holder of shares of Series A Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Act, and shall be deemed sent upon such mailing or electronic transmission.

VI.

PREEMPTIVE RIGHTS

(a) Grant. The Corporation hereby grants to each holder of either Common Stock of the Corporation or a warrant to purchase Common Stock of the Corporation (in either case, a "Common Shareholder") a preemptive right to purchase such Common Shareholder's pro rata share of New Securities (as defined below) that the Corporation may, from time to time, propose to sell and issue. For purposes of this preemptive right, a Common Shareholder's pro rata share shall be the ratio of the number of shares of Common Stock held by such Common Shareholder immediately before the issuance of New Securities, assuming full exercise of any rights, options or warrants held by such Common Shareholder and the subdivision upon exercise of such warrants of the Series B Common Stock held by such Common Shareholder to the total number of shares of Common Stock outstanding immediately before the issuance of New Securities, assuming full exercise of all outstanding convertible securities, rights, options, and warrants to acquire Common Stock held by all such Common Shareholders and the subdivision upon exercise of such warrants of all outstanding shares of Series B Common Stock held by all such Common Shareholders. Each Common Shareholder will also have an over-allotment right such that, if any Common Shareholder fails to exercise such Common Shareholder's preemptive right under this Subsection (a) to purchase such Common Shareholder's pro rata share of New Securities, then the other Common Shareholders may purchase the non-purchasing Common Shareholder's portion on a pro rata basis within five (5) business days after the date that such non-purchasing Common Shareholder fails to exercise such Common Shareholder's preemptive right under this Subsection (a) to purchase such

Common Shareholder's pro rata share of New Securities. For the purposes hereof, "business days" shall mean any day other than Saturday, Sunday, any federal holiday or any day on which the national banks located in Atlanta, Georgia are closed.

(b) Procedure.

(i) If the Corporation proposes to undertake an issuance of New Securities, then the Corporation will give each Common Shareholder written notice of the Corporation's intention, describing the type of New Securities, the price for the New Securities, and the general terms upon which the Corporation proposes to issue the New Securities. Each Common Shareholder will have thirty (30) calendar days after any such notice is mailed or delivered to irrevocably agree to purchase all or any part of such Common Shareholder's pro rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Corporation and stating in such written notice the quantity of New Securities to be purchased.

(ii) If any Common Shareholder fails to fully exercise the preemptive right within such 30-day period (and New Securities remain unpurchased after the other Common Shareholders exercise their over-allotment rights), then the Corporation will have one hundred eighty (180) days after such 30-day period (or such later period if any Common Shareholder does exercise its over-allotment right after such 30-day period as permitted in Subsection (a) above) to sell or enter into an agreement (pursuant to which the sale of New Securities covered by such agreement will be closed, if at all, within 180 days from the date of such agreement) to sell the New Securities to which the Common Shareholders' preemptive right set forth in Subsection (a) above was not exercised, at a price and upon terms no more favorable to the purchasers of such New Securities than specified in the Corporation's notice to the Common Shareholders pursuant to Subsection (b)(i) above. If, within such 180-day period, the Corporation has not sold the New Securities or entered into an agreement to sell the New Securities in accordance with the foregoing provisions, then the Corporation will not subsequently issue or sell any New Securities without first again offering such securities to the Common Shareholders in the manner provided in Subsection (b)(i) above.

(c) Expiration. The preemptive right granted hereunder will expire immediately before, and will not be applicable to, the consummation of the Corporation's initial registered public offering under the Securities Act of 1933, as amended.

(d) Definition of New Securities. For the purposes of this Article VI, "New Securities" means any capital stock of the Corporation (including Common Stock and/or preferred stock and/or other equity securities), whether or not now authorized, and rights, options, or warrants to purchase such capital stock of the Corporation, and securities of any type whatsoever that are, or that may become, convertible into capital stock of the Corporation; provided, that the term "New Securities" does not include:

(i) securities purchased or issued pursuant to the Merger Agreement;

(ii) shares of Common Stock issuable or issued upon conversion of shares of any series of Preferred Stock;

(iii) shares of Common Stock issuable or issued to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or other arrangements that are approved by the Board of Directors following the date hereof or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(iv) shares of Common Stock issuable or issued upon the exercise or conversion of options, warrants or convertible securities issued by the Corporation, including, without limitation, the Warrants, that are outstanding as of the date hereof;

(v) securities issuable or issued as a dividend or distribution on Preferred Stock or Common Stock or pursuant to any event for which adjustment is made pursuant to a stock split, stock dividend, reverse stock split, stock combination, recapitalization, or other reclassification affecting the Corporation's securities;

(vi) securities issuable or issued pursuant to the acquisition of another corporation by the Corporation by merger, by purchase of substantially all of the assets, or by other reorganization or pursuant to a joint venture agreement; provided that such issuances are approved by the Board of Directors;

(vii) securities issuable or issued to banks, equipment lessors, or other financial institutions pursuant to a commercial leasing or debt financing transaction entered into for primarily non-equity financing purposes and approved by the Board of Directors;

(viii) any right, option, or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to (i) through (vii) above; and

(ix) warrants to purchase Preferred Stock (and underlying shares of Common Stock issued upon exercise thereof) issued to an investment banker, selling agent and/or interested party in connection with a private placement of the Corporation's securities.

VII.

AMENDMENT

Subject to Sections A(1)(b) of Article V above, the Board of Directors shall be entitled to alter or amend these Articles of Incorporation at any regular or special meeting of the Board of Directors or by written consent thereof by the affirmative vote or consent, as applicable, of all of the members of the Board of Directors, without the prior approval or consent of the shareholders of the Corporation to the fullest extent permitted by the Act.

VIII.

LIMITATION OF DIRECTOR LIABILITY

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director, except for the types of liability set forth in Section 607.0831 of the Act. If the Act is amended after the effective date hereof to authorize corporate action further limiting the personal liability of directors, then the liability of a director of the Corporation shall be limited to the fullest extent permitted by the Act, as so amended. Any repeal or modification of the foregoing paragraph by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

IX.

INDEMNIFICATION

The Corporation shall, to the fullest extent permitted by Section 607.0850 of the Act, indemnify any and all persons whom it shall have the power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in their official capacities and as to action in other capacities while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

[Signature on following page]

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of the Corporation on this 1st day of December, 2011.

D.T.L. TRANSPORTATION, INC.

By: _____
Mark R. Cardegnio
President

Exhibit B

REDACTED