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PAGE 1 / 7

Division of Corporations

Page 1 of 1

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10/31 merger

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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

NEW ENGLAND MOTOR FREIGHT, INC.

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Oct-31-03 10:17A

P.02

FILE No:700 10/31 '03 13:06 ID:CSC TALLAHASSEE

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PAGE 2/ 7

H03000308199 3

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TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER**  
of  
**36TH AVENUE, LLC,**  
a Florida limited liability company  
with and into  
**NEW ENGLAND MOTOR FREIGHT, INC.,**  
a New Jersey corporation

L-634  
F-7148

Pursuant to *Fla. Stat. §608.4382*

These **ARTICLES OF MERGER** (these "Articles") are made on October 31, 2003 in order to merge **36TH AVENUE, LLC** with and into **NEW ENGLAND MOTOR FREIGHT, INC.**

**1. Names of Surviving Corporation and Merging Company.** The name of the merging company is **36th Avenue, LLC**, a Florida limited liability company (the "Merging Company"). The Merging Company will merge with and into **New England Motor Freight, Inc.**, a New Jersey corporation ("NEMF"). NEMF will be the surviving corporation (the "Surviving Corporation").

**2. Plan of Merger.** The merger will be effectuated pursuant to an Agreement and Plan of Merger executed by each of the Merging Company and the Surviving Corporation, a copy of which is attached to these Articles as **Exhibit A** (the "Plan").

**3. Approval of the Plan.** The Plan was approved by the sole manager and all of the members of the Merging Company by a Joint Unanimous Written Consent of the Members and Manager of the Merging Company dated the date of this Certificate in accordance with *Fla. Stat. §608.4381*. The Plan was approved by NEMF in accordance with applicable New Jersey law.

**4. Principal Office.** The address of the principal office of the Surviving Corporation in New Jersey, the jurisdiction of its formation, is **1-71 North Avenue East, Elizabeth, New Jersey 07201**.

**5. Service of Process in Florida.** The Surviving Corporation agrees that it may be served with process in the State of Florida in any action, suit or proceeding for the enforcement of any obligation of the Merging Company or the rights of dissenting members, and the Surviving Corporation irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such action, suit or proceeding.

Oct-31-03 10:17A

P.03

FILE No.700 10/31 '03 13:06 ID:CSC TALLAHASSEE

FAX:850 5211010

PAGE 3/7

H03000308199 3

6. Payments to Dissenting Members. The Surviving Corporation agrees to promptly pay to the dissenting members of the Merging Company the amount, if any, to which such dissenting members are entitled under Fla. Stat. §608.4384.

7. Copy of Plan. A copy of the Plan will be furnished by NEMF, on request and without cost, to any member of the Merging Company and any shareholder of NEMF.

**Surviving Corporation**

NEW ENGLAND MOTOR FREIGHT, INC.

By: 

Myron P. Shevell  
Chairman of the Board

**Merging Company:**

36TH AVENUE, LLC

By: 

Myron P. Shevell  
Manager

H03000308199 3

Oct-31-03 10:17A

P.04

FILE No. 700 10/31 '03 13:07 ID: CSC TALLAHASSEE

FAX: 850 5211010

PAGE 4/ 7

H03000308199 3

EXHIBIT A

Agreement and Plan of Merger

See attached three (3) pages.

H03000308199 3

**AGREEMENT AND PLAN OF MERGER**

of

**36TH AVENUE, LLC,**  
a Florida limited liability company

with and into

**NEW ENGLAND MOTOR FREIGHT, INC.,**  
a New Jersey corporation

This Agreement and Plan of Merger, dated as of October 31, 2003 (this "Plan"), is made in order to merge 36TH AVENUE, LLC, a Florida limited liability company (the "Merging Company"), with and into NEW ENGLAND MOTOR FREIGHT, INC., a New Jersey corporation (the "Surviving Company"), pursuant to Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act") and Section 14A:10-1 of the New Jersey Business Corporation Act (the "New Jersey Act").

1. Agreement to Merge. Subject to the terms and conditions of this Plan, as of the Effective Date (as defined below), the Merging Company will be, and hereby is, merged into the Surviving Company, with the Surviving Company as the surviving entity, continuing its existence under New Jersey law.

2. Terms and Conditions of Merger.

2.1. Name. The name of the Surviving Company will continue to be NEW ENGLAND MOTOR FREIGHT, INC., a New Jersey corporation.

2.2. Effective Date. The merger will become effective immediately upon the filing of Articles of Merger with the Florida Department of State and a Certificate of Merger with the Office of the Department of Treasury of New Jersey (the "Effective Date").

2.3. Effect of Merger. Except as here and otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of the Surviving Company will continue unaffected and unimpaired by the merger, and the identity, existence, purposes, powers, franchises, rights and immunities of the Merging Company will be merged with and into the Surviving Company, and the Surviving Company will be fully vested therewith.

H03000308199 3

**2.4. Conversion of Membership Interests to Cash.** Each member of the Merging Company shall receive in consideration of the merger the following amounts of cash:

Member	Cash Merger Consideration
Myron P. Shevell Living Trust	\$ 2,355.00
Arlon Blakeman 1996 Trust	\$25,830.00
Zachary Cohen 1996 Trust	\$25,830.00
Merissa Cohen 1996 Trust	\$25,830.00
<b>TOTAL</b>	<b>\$79,845.00</b>

Members of the Merging Company shall not receive any shares or other interest in the Surviving Company as a result of the merger.

**2.5. Certificate of Incorporation.** The Certificate of Incorporation of the Surviving Company as in effect on the Effective Date will remain in effect and be the Certificate of Incorporation of the Surviving Company until the same is altered or amended in accordance with the provisions of the New Jersey Act.

**2.6. Bylaws.** The Bylaws of the Surviving Company as in effect at the close of business on the Effective Date will remain in effect and be the Bylaws of the Surviving Company until the same are altered or amended in accordance with the provisions of the New Jersey Act.

**2.7. Directors and Officers.** The directors of the Surviving Company immediately prior to the Effective Date shall continue as the directors of the Surviving Company. The officers of the Surviving Company immediately prior to the Effective Date shall continue as the officers of the Surviving Company.

**2.8. Transfer of Rights, Etc.** Upon the Effective Date, all rights, privileges, powers, franchises and interests of the Merging Company, both of a public and private nature, all of the property, real, personal and mixed, all debts due on whatever account to the Merging Company, all things in action, or belonging to the Merging Company, and all and every other interest of the Merging Company will be taken and deemed to be transferred to and will vest in the Surviving Company, without further act or deed, as effectually as they were vested in the Merging Company; and all claims, demands, property and every other interest will be as effectually the property of the Surviving Company as they were of the Merging Company; the title to any real estate vested in the Merging Company by deed or otherwise, will not revert or be in any way impaired by reason of the merger and will automatically vest in the Surviving Company without the requirement for any further act or deed; all rights of creditors and all mortgages, security interests and liens upon the property of the Merging Company will be preserved unimpaired, and all debts, liabilities, restrictions and duties of the Merging Company will attach to the Surviving Company and may be enforced against the Surviving Company to the same extent as if they had been incurred or contracted by the Surviving Company.

**3. Termination.** This Plan may be terminated or amended at any time prior to the

H03000308199 3

Oct-31-03 10:18A

P.07

FILE No. 700 10/31 '03 13:07 ID: CSC TALLAHASSEE

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PAGE 7/ 7

HQ3000308199 3

Effective Date upon the agreement of the Merging Company and the Surviving Company notwithstanding that the merger contemplated by this Plan has been approved by the members of the Merging Company and the board of directors of the Surviving Company.

4. **Further Assurances.** If at any time the Surviving Company considers or is advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, of record or otherwise, the merger provided for by this Plan, the Surviving Company is hereby appointed the due and lawful attorney of the Merging Company in its name to execute and deliver all such deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise to carry out the purposes of this Plan, and the Surviving Company is fully authorized in the name of the Merging Company to take any and all such action.

5. **Execution in Counterparts.** This Plan may be executed in counterparts and shall be binding upon each party executing any counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed as of the date indicated above.

36TH AVENUE, LLC, a Florida limited liability company

By: 

MYRON P. SHEVELL, Manager

NEW ENGLAND MOTOR FREIGHT, INC., a New Jersey corporation

By: 

MYRON P. SHEVELL, Chairman of the Board

H03000308199 3