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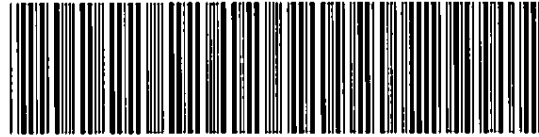
(Business Entity Name)

(Document Number)

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NOV 13 2017  
C McNAIR

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

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PM 4:36

ACCOUNT NO. : I20000000195  
REFERENCE : 904099 7759507  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$ 70.00

ORDER DATE : November 8, 2017  
ORDER TIME : 10:57 AM  
ORDER NO. : 904099-010  
CUSTOMER NO: 7759507

ARTICLES OF MERGER

PARCELPRO OF FLORIDA, INC.  
  
INTO  
  
PARCEL PRO, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER  
OF  
PARCELPRO OF FLORIDA, INC.  
INTO  
PARCEL PRO, INC.

2017 NOV -9 PM 4:38

(Under Section 607.1105, Florida Statutes, in accordance with the Florida Business Corporation Act)

The undersigned, being the President of **PARCELPRO OF FLORIDA, INC.**, a Florida corporation, and **PARCEL PRO, INC.**, a California corporation, certifies that:

1. The name of each constituent corporation is as follows: **PARCELPRO OF FLORIDA, INC.** ("Merging Company") and **PARCEL PRO, INC.**, a California Corporation doing business in the State of Florida under the name of **PARCEL PRO, INC.** The surviving corporation will be **PARCEL PRO, INC.** (the "Surviving Company"). a California corporation.

2. The number of authorized shares of Merging Company is 25,000 shares of Common Stock, no par value, all of which are entitled to vote, of which 12,500 shares are issued and outstanding. The number of authorized shares of the Surviving Company is 1000 shares of Common Stock, all of which are entitled to vote, of which 850 shares are issued and outstanding. The number of such shares is not subject to change prior to the effective date of the merger.

3. Upon the merger of the Merging Company with and into the Surviving Company, the currently issued and outstanding 12,500 shares of Common Stock, no par value per share, of the Merging Company shall, upon filing of this Articles of Merger, be cancelled without consideration, and without any action on the part of the holder thereof. All of the issued and outstanding shares of the Common Stock of the Surviving Company shall remain issued and outstanding upon filing of this Articles of Merger and shall be unaffected by the merger

4. Upon the effective date of the merger, the Certificate of Incorporation of the Surviving Company shall become and shall continue in full force and effect as the Certificate of Incorporation of the Surviving Company.

5. This Articles of Merger shall become effective upon the filing of this Articles of Merger.

6. The Certificate of Incorporation of the Merging Company was filed by the Florida Department of State on May 12, 2005. The Surviving Company is a California corporation whose Certificate of Incorporation was filed on July 29, 1997. An application of authority was filed on August 28, 2015, with the Florida Department of State by the Surviving Company to do business in the State of Florida under the name of Parcel Pro, Inc.

7. The Agreement and Plan of Merger was adopted by the unanimous written consent of the Board of Directors and Shareholders entitled to vote thereon of each constituent corporation.

8. The Surviving Entity agrees that it may be served with process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of any domestic constituent corporation or of any foreign constituent corporation previously amendable to suit in the State of Florida, and for the enforcement under the Florida Business Corporation Act, of the right of

shareholders of any constituent domestic corporation to receive payment for their shares against the Surviving Company, and it designates the Department of State of Florida as its agent upon whom process against it may be served in the manner set forth in paragraph (b) of Section 607.1107(2) of the Florida Business Corporation Act, in any action or special proceeding. The post office address to which the Department of State shall mail a copy of any process against it served is 1867 Western Way, Torrance, California 90501.

9. The Surviving Company agrees that, subject to the provisions of Section 607.1102 of the Florida Business Corporation Act, it will promptly pay to the shareholders of Merging Company the amount, if any, to which the shareholders are entitled under the provisions of Section 607.1302 of the Florida Business Corporation Act relating to the right of the shareholders to receive payment for their shares.

10. Upon the effective date of the merger, the Certificate of Incorporation of the Surviving Corporation shall become and shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

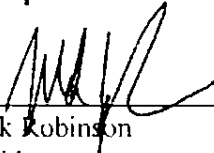
12. The Agreement and Plan of Merger is permitted by the laws of the constituent foreign corporation and is in compliance herewith.

13. The Agreement and Plan of Merger is on file at the place of business of the Surviving Company at 1867 Western Way, Torrance, California 90501.


14. The Agreement and Plan of Merger has not been abandoned.

[SIGNATURE PAGE FOLLOWS]

**PARCELPRO OF FLORIDA, INC.,  
a Florida corporation**

By:   
Name: Mark Robinson  
Title: President

**PARCEL PRO, INC., a California corporation**

By:   
Name: Mark Robinson  
Title: President

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into on November 8<sup>th</sup>, 2017, by and between PARCELPRO OF FLORIDA, INC., a Florida corporation ("PPFL"), and PARCEL PRO, INC., a California corporation ("PPCA"). PPFL and PPCA are each referred to herein individually as a "Constituent Entity" and collectively as the "Constituent Entities."

WHEREAS, the Constituent Entities desire to effect a merger whereby PPFL will merge with and into PPCA pursuant to the provisions of the Florida Business Corporation Act (the "FBCA") and the California Corporations Code (the "CCC"); and

WHEREAS, the boards of directors and sole shareholder of each Constituent Entity have approved and adopted the Merger (as hereinafter defined) and this Agreement in accordance with applicable law and each Constituent Entity's respective organizational and corporate documents.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereby agree that PPFL shall be merged with and into PPCA and that the terms of the Merger, the mode of carrying such terms into effect and certain other provisions relating thereto shall be as hereinafter set forth.

### ARTICLE I

#### The Merger

1.1 Surviving Entity. Subject to the terms and provisions of this Agreement, and in accordance with the FBCA and CCC, at the Effective Time (as defined in Section 1.3 hereof), PPFL shall be merged with and into PPCA (the "Merger"), and PPCA shall be the surviving entity (the "Surviving Entity") from and after the Effective Time of the Merger, and shall continue its corporate existence under the laws of the CCC. At the Effective Time, the separate existence of PPFL shall cease in accordance with the provisions of the FBCA and CCC. The Surviving Entity shall be a California corporation with the name Parcel Pro, Inc. and a main office located in Torrance, California.

1.2 Effect of Merger. At the Effective Time, the Merger shall have the effects set forth in Section 607.1107 of the FBCA. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all property, rights, privileges, power and franchises of PPFL shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of PPFL shall become debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity.

1.3 Effective Time. The Merger shall become effective at 11:59 p.m. on November 8, 2017 (the "Effective Time").

1.4 Certificate of Incorporation. The certificate of incorporation of PPCA as in force and effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Entity and shall continue in full force and effect until altered or amended as therein provided.

1.5 Bylaws. The Bylaws of PPCA as in full force and effect immediately prior

to the Effective Time shall be the operating agreement of the Surviving Entity and shall continue in full force and effect until altered or amended as therein provided.

1.6 Directors. The Board of Directors of the Surviving Entity shall consist of not less than three nor more than twelve persons. The directors of PPCA immediately prior to the Effective Time shall be the board of directors of the Surviving Entity, all of whom shall hold their respective offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the organizational and corporate documents of the Surviving Entity.

1.7 Officers. The officers of PPCA immediately prior to the Effective Time shall be the officers of the Surviving Entity, all of whom shall hold their respective offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the organizational and corporate documents of the Surviving Entity.

1.8 Additional Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, title to and possession of any property or right of PPFL, acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Agreement, PPFL and the proper officers thereof shall be deemed to have granted hereby to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Entity are hereby fully authorized in the name of PPFL, or otherwise to take any and all such action.

## ARTICLE II

### Treatment of Shares of the Constituent Entities

2.1 Common Stock of PPFL. As of immediately prior to the Effective Time, PPFL has 25,000 shares of common stock, no par value authorized and 12,5000 shares of common stock issued and outstanding, all of which are of one class, receive one vote per share, and are owned by UPS Capital Corporation, a Delaware corporation.

2.2 Common Stock of PPCA. As of immediately prior to the Effective Time, PPCA has 1,000 shares of common stock authorized and 850 shares of common stock issued and outstanding, all of which are of one class, receive one vote per share, and are owned by UPS Capital Corporation.

2.3 Conversion of Shares. At the Effective Time, by virtue of the Merger, and without any further action by the Constituent Entities, all of the shares of the common stock of PPFL immediately prior to the Effective Time shall be cancelled without consideration, and without any action on the part of the holder thereof. All of the shares of the common stock of PPCA shall remain issued and outstanding after the Effective Time and shall be unaffected by the Merger.

### ARTICLE III

#### Amendment; Termination

3.1 Amendment. This Agreement may be amended only by a writing executed by each of the parties hereto; provided, however, that there shall be no amendments that (a) alter or change any term of the certificate of organization of the Surviving Entity, except for alterations or changes that could otherwise be adopted by the board of directors of the Surviving Entity; or (b) subject to Section 3.2, alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of stock or membership interest of the Constituent Entities.

3.2 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the boards of directors of the Constituent Entities.

3.3 Effect of Termination. If this Agreement is terminated pursuant to Section 3.2 hereof, this Agreement shall become null and void and of no further force and effect, and all obligations of the parties hereto shall terminate and there shall be no liability or obligation of any party hereto or its representatives.

### ARTICLE IV

#### Miscellaneous

4.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement. Delivery of this Agreement by facsimile, electronic mail or similar electronic transmission device pursuant to which the signature of a party can be seen, shall be effective for all purposes as delivery of a manually executed original. Further, a copy of this Agreement produced from the delivered facsimile or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

4.2 Registered Agent in California. The name and address of the statutory agent in California upon whom any process, notice or demand against PPFL or PPCA may be served is:

Corporation Service Company  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

4.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.4 Waivers. Any waiver by any party of any violation of, breach of, or default under, any provision of this Agreement, or any other agreements provided for herein, by any other party shall not be construed as, or constitute a continuing waiver of such provision, or waiver of any other violation of, breach of, or default under, any other provision of this Agreement or such other agreements.




4.5 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.


\* \* \* \* \*

**IN WITNESS WHEREOF**, each of the Constituent Entities has caused this Agreement to be duly executed and attested hereto by its duly authorized officers and a majority of its directors as of the day and year first written above.

**PARCELPRO OF FLORIDA, INC., a Florida corporation**

By:   
Name: Mark Robinson  
Title: President

**PARCEL PRO, INC., a California corporation**

By:   
Name: Mark Robinson  
Title: President