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*merger*

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March 20, 2006

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

NYK Logistics (Americas) Inc. merging: Vecture, Inc.

*(FILE SECOND)*

**Filing Evidence**

- Plain/Confirmation Copy
- Certified Copy (2)

**Retrieval Request**

- Photocopy
- Certified Copy

**Type of Document**

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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ARTICLES OF MERGER

VEXURE, INC.,  
a Florida corporation

into

NYK LOGISTICS (AMERICAS) INC  
a Tennessee corporation

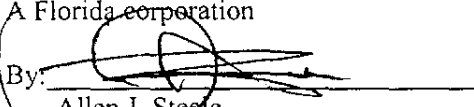
ARTICLES OF MERGER between Vexure, Inc., a Florida corporation and NYK Logistics (Americas) Inc., a Tennessee corporation.

Under Sections 607.1107(1)(c) and 607.1105 of the Florida Business Corporation Act (the "Act"), Vexure, Inc. and NYK Logistics (Americas) Inc., adopt the following Articles of Merger:

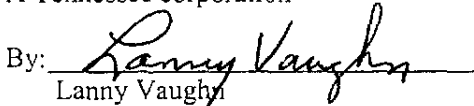
1. The Agreement and Plan of Merger dated March 13, 2006 ("Plan of Merger") between Vexure, Inc., and NYK Logistics (Americas) Inc., was approved and adopted by the Boards of Directors of Vexure, Inc., and NYK Logistics (Americas) Inc. on March 13, 2006 by written consent. Shareholder approval of the Plan of Merger is not required.
2. Under the Plan of Merger, all issued and outstanding shares of Vexure, Inc.'s stock will be acquired by means of a merger of Vexure, Inc. into NYK Logistics (Americas) Inc. with NYK Logistics (Americas) Inc. the surviving corporation ("Merger"). The Merger, as set forth in the Plan of Merger, is permitted under the jurisdiction of the surviving corporation.
3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
4. Under Section 607.1105(1)(b) of the Act, the effective date of the Merger shall be March 25, 2006 at 12:01 a.m.

IN WITNESS WHEREOF, the parties have set their hands hereto on March 13, 2006.

ATTEST:  
VEXURE, INC.  
A Florida corporation

By:   
Allen J. Steele  
Its: Chairman and CEO

ATTEST:  
NYK Logistics (Americas) Inc.  
A Tennessee corporation

By:   
Lanny Vaughn  
Its: President and CEO

**AGREEMENT AND PLAN OF MERGER OF**  
**VEXURE, INC, A FLORIDA CORPORATION**  
**INTO**  
**NYK LOGISTICS (AMERICAS) INC., A TENNESSEE CORPORATION**

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of March 13, 2006, by and between NYK Logistics (Americas) Inc., a Tennessee corporation ("NLA-TN") and Vexure, Inc., a Florida Corporation ("VEXURE").

WHEREAS, VEXURE is a wholly owned subsidiary of NLA-TN and a third party logistics services company;

WHEREAS, NLA-TN which owns 100% of the shares of VEXURE, is also in the business of serving as a third party intermediary in the logistics field and particularly in the intermodal and truck brokerage industries;

WHEREAS, the board of directors and shareholders of NLA-TN and VEXURE deem it advisable and in the best interest of each of these corporations that VEXURE be merged into NLA-TN by a statutory merger (the "Merger") as authorized by the Florida Business Corporation Act (the "FBCA") and the Tennessee Business Corporation Act (the "TBCA") in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a tax-free corporate reorganization within the meaning of Section 368(a) of the Internal Revenue code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements, representations and warranties contained herein, the parties hereto covenant and agree as follows:

Article I  
The Merger

1.1 The Merger.

(a) At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement, VEXURE shall be merged into NLA-TN, and the separate existence of VEXURE shall thereupon cease in accordance with the applicable provisions of the FBCA and the TBCA.

(b) NLA-TN will be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Tennessee, and the separate corporate existence of NLA-TN and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the TBCA, will continue unaffected by the Merger.

(c) The Merger will have the effects specified by the FBCA and the TBCA.

(d) All property owned by VEXURE shall be vested in NLA-TN without reversion or impairment. All liabilities of VEXURE shall be vested in NLA-TN. Any proceeding pending against or on behalf of VEXURE may continue under the name of VEXURE, or the name of NLA-TN may be substituted.

1.2 Effective Time. As soon as practicable following fulfillment or waiver of the conditions specified in this Agreement and provided that this Agreement has not been terminated or abandoned pursuant to Article IV hereof, VEXURE and NLA-TN will cause (a) Articles of Merger (the "Articles of Merger"), a copy of which is attached hereto as Exhibit A, to be filed with the office of the Secretary of State of the State of Tennessee as provided in Section 48-21-107 of the TBCA, and (b) Florida Articles of Merger (the "Florida Articles"), a copy of which is attached hereto as Exhibit B, to be filed with the office of the Secretary of State of the State of Florida as provided in Section 607.1105(1) of the FBCA. Subject to and in accordance with the laws of the State of Florida and the State of Tennessee, the Merger will become effective at 12:01 a.m. on March 25, 2006 as specified in the Articles of Merger and the Florida Articles (the "Effective Time").

## Article II The Surviving Corporation

2.1 Charter. The Charter of NLA-TN as in effect immediately prior to the Effective Time shall be the Charter of the Surviving Corporation after the Effective Time.

2.2 Bylaws. The Bylaws of NLA-TN as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation after the Effective Time.

2.3 Board of Directors. The Board of Directors of NLA-TN as in effect immediately prior to the Effective Time shall be the Board of Directors of the Surviving Corporation after the Effective Time.

2.4 Officers. The Officers of NLA-TN as in effect immediately prior to the Effective Time shall be the Officers of the Surviving Corporation after the Effective Time.

## Article III Shares

3.1 At the Effective Time, by virtue of this Agreement and without any action on the part of NLA-TN as the holder of one hundred percent (100%) of the outstanding shares of capital stock of VEXURE:

(a) all of the outstanding shares of capital stock of VEXURE held by NLA-TN constituting one hundred percent (100%) of the capital stock of VEXURE, shall be surrendered and canceled;

(b) all of the outstanding shares of the capital stock of NLA-TN shall continue unchanged and remain an outstanding share of common stock of the Surviving Corporation;

(c) NLA-TN, as the holder of one hundred percent (100%) of the outstanding shares of capital stock of VEXURE, specifically waives the mailing requirement of Section 48-21-105(e) of the TCBA:

#### Article IV Termination and Amendment

4.1 Termination. This Agreement shall terminate in the event of and upon the execution of a document by VEXURE and NLA-TN which terminates this Agreement.

4.2 Amendment. This Agreement may only be amended by an instrument in writing signed on behalf of each of the parties hereto.

#### Article V Miscellaneous

5.1 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, and (b) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

5.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all which shall constitute one and the same instrument.

5.3 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.


5.4 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Vexure, Inc.  
a Florida Corporation

NYK Logistics (Americas) Inc.  
a Tennessee Corporation

By:   
Al Steele, Chairman & CEO

By:   
Lanny Vaughn, President & CEO

Date: 3/13/06

Date: 3/13/06