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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1/8/04  
Amend to merger  
SP

## CAPITOL SERVICES, INC.



**Date:** 12/16/2003  
**To:** Florida Secretary of State, Division of Corporations

**Transaction #:** 158052  
**From:** Amy Johnson  
Capitol Services/Austin

**Mailing Address:** PO Box 6327  
Tallahassee, FL 32314  
**Phone:** 850-488-9000  
**Fax:**

**Phone:** 800-345-4647  
**Fax:** 800-432-3622

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**Subject:** IFCO SYSTEMS GEORGIA, INC.  
**Jurisdiction:** Secretary of State, FL  
**Task:** Filing : Correction

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Hello! Please expedite the filing of the attached correction to our recent merger. In the merger, we attached the wrong plan of merger and are trying to get the correction plan on file. The new or corrected plan has the correct stock information. I have talked to several representatives at the State to confirm how we can file a correction to the merger and am hoping that I have provided you with the correct documents. Attached is a check for the filing fee. When the filing is complete, please return a file stamped copy in the enclosed self addressed stamped envelope.

If you have any questions, please contact Amy Johnson at 800-345-4647.

Thank you for your help!

### COPY INSTRUCTIONS:

Please mail to:  
Amy Johnson  
Capitol Services/Austin  
PO Box 1831  
Austin TX 78767

**ARTICLES OF AMENDMENT  
TO THE ARTICLES OF MERGER  
OF  
IFCO SYSTEMS GEORGIA, INC.**

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, Drum Subs, Inc., a Delaware corporation and the surviving corporation (the "Corporation") of a merger including IFCO Systems Georgia, Inc., a Florida corporation, hereby adopts the following Articles of Amendment to the Articles of Merger filed on August 18, 2003 to amend the articles therein.

**ARTICLE ONE** The name of the non-surviving Florida corporation is IFCO Systems Georgia, Inc.

**ARTICLE TWO** The following amendments to the Agreement and Plan of Merger, attached to the Articles of Merger, were adopted by the shareholders and Board of Directors of the Corporation as of October 8, 2003:

1. The second paragraph of the Agreement and Plan of Merger is hereby deleted in its entirety and amended to read in its entirety as follows:

“WHEREAS, the Constituent Corporations desire to effect a merger (the “Merger”) whereby the Merging Companies will be merged with and into the Surviving Company and the outstanding shares of stock of each of the Merging Companies will be extinguished;”

2. Article 4.2 of the Agreement and Plan of Merger is hereby deleted in its entirety and amended to read in its entirety as follows:

“4.2 At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or their respective stockholders, each share of each of the Merging Companies’ common stock issued and outstanding as of the Effective Time shall be extinguished. At the Effective Time, all shares of the Merging Companies outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist.”

**ARTICLE THREE** Attached hereto as Exhibit A is a true and complete corrected Agreement and Plan of Merger in its entirety.

**ARTICLE FOUR** The sole stockholder of the Common Stock outstanding and entitled to vote has signed a written consent to the adoption of this amendment.

DATED as of the 8th day of October 2003.

**DRUM SUBS, INC.**


By:   
Haskell "Buddy" Ross  
President and Secretary

Exhibit A

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of July 29, 2003, by and between IFCO Systems Charlotte, Inc., a Delaware corporation, ERC Systems, Inc., a Colorado corporation, IFCO Systems Georgia, Inc., a Florida corporation, IFCO Systems Miami, Inc., a Delaware corporation, IFCO Systems Michigan, Inc., a Michigan corporation, IFCO Systems Minnesota, Inc., a Minnesota corporation, IFCO Systems Minneapolis, Inc., a Minnesota corporation, IFCO Systems South Carolina, Inc., a Delaware corporation, IFCO Systems Washington, Inc., a Delaware corporation and Montebello IFCO Systems, Inc., a Delaware corporation (collectively, the "Merging Companies"), and Drum Subs, Inc., a Delaware corporation (the "Surviving Company") (the Merging Companies and the Surviving Company are sometimes collectively referred to herein as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Constituent Corporations desire to effect a merger (the "Merger"), whereby the Merging Companies will be merged with and into the Surviving Company and the outstanding shares of stock of each of the Merging Companies will be extinguished;

WHEREAS, the Board of Directors of the Merging Companies have approved this Merger Agreement and the Board of Directors of the Merging Companies have directed that it be submitted to their stockholders for approval and adoption, and such stockholders have approved and adopted this Merger Agreement, as required by applicable law;

WHEREAS, the Board of Directors of the Surviving Company has approved this Merger Agreement and the Board of Directors of the Surviving Company has directed that it be submitted to its stockholder for approval and adoption, and such stockholder has approved and adopted this Merger Agreement, as required by applicable law

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as the parties hereto deem necessary or desirable, the parties hereto agree as follows:

1.1 At the Effective Time (as defined below), the Merging Companies shall be merged with and into the Surviving Company, and the Surviving Company, as the Surviving Company, shall continue to exist under and be governed by the laws of the State of Delaware. The registered office of the Surviving Company in the State of Delaware will continue to be located at 615 South DuPont Highway, City of Dover, County of Kent, 19901, and its registered agent at such address will continue to be Capitol Services.

1.2 Except as may otherwise be set forth in this Merger Agreement, the corporate existence and identity of the Surviving Company, as the Surviving Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of each of the Merging Companies, with all their purposes, powers, franchises, privileges, rights and immunities, at the

Effective Time, shall be merged with and into the Surviving Company, as the Surviving Company, and the Surviving Company shall be vested fully therewith, and the separate corporate existence and identity of each of the Merging Companies shall thereafter cease, except to the extent continued by applicable law.

## **ARTICLE TWO**

Upon the filing in the State of Delaware, the Merger shall become effective as of the date of the issuance by the Secretary of State of Delaware of a Certificate of Merger in accordance with the Delaware General Corporation Law. The time when the Merger shall become effective, as defined by this Article Two, is herein called the "Effective Time."

## **ARTICLE THREE**

3.1 The Certificate of Incorporation of the Surviving Company in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Company until further amended, altered or repealed in the manner provided by law.

3.2 The By-Laws of the Surviving Company in effect at the Effective Time shall be the By-Laws of the Surviving Company until amended, altered or repealed in the manner provided by law.

3.3 The officers and directors of the Surviving Company duly acting immediately prior to the Effective Time shall be the officers and directors of the Surviving Company after the Effective Time, and shall serve in such capacities in accordance with the By-Laws of the Surviving Company until the next annual meeting of stockholders of the Surviving Company or until their respective successors are elected and qualified.

3.4 All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective stockholders, Boards of Directors, committees elected or appointed by their Boards of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes on and after the Effective Time as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time.

## **ARTICLE FOUR**

4.1 The obligations of the Surviving Company and the Merging Companies outstanding immediately before the Effective Time shall continue after the Effective Time as obligations of the Surviving Company.

4.2 At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or their respective stockholders, each share of each of the Merging Companies' common stock issued and outstanding as of the Effective Time shall be extinguished. At the Effective Time, all shares of the Merging Companies outstanding

immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist.

#### **ARTICLE FIVE**

5.1 At the Effective Time, all rights, title and interests to all property owned by each of the Constituent Corporations shall be allocated to and vested in the Surviving Company without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

5.2 The Surviving Company shall, at the Effective Time and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Corporations, and a proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur, or the Surviving Company may be substituted in the proceeding in place of any Constituent Corporation.

5.3 The Surviving Company shall, at the Effective Time and thereafter, be responsible for the payment of all fees and franchise taxes of the Merging Companies, and the Surviving Company will be obligated to pay such fees and franchise taxes if the same are not timely paid.

#### **ARTICLE SIX**

6.1 This Merger Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one instrument.

6.2 Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of the Merging Companies and the Surviving Company at any time before the Effective Time.

6.3 This Merger Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Merger Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.

**DRUM SUBS, INC.**  
**ERC SYSTEMS, INC.**  
**IFCO SYSTEMS CHARLOTTE, INC.**  
**IFCO SYSTEMS GEORGIA, INC.**  
**IFCO SYSTEMS MIAMI, INC.**  
**IFCO SYSTEMS MICHIGAN, INC.**  
**IFCO SYSTEMS MINNESOTA, INC.**  
**IFCO SYSTEMS MINNEAPOLIS, INC.**  
**IFCO SYSTEMS SOUTH CAROLINA, INC.**  
**IFCO SYSTEMS WASHINGTON, INC.**  
**MONTEBELLO IFCO SYSTEMS, INC.**



Haskell "Buddy" Ross, President and Secretary