



THE UNITED STATES
CORPORATION
COMPANY

J58265

FILED
SEP 14 PM 2:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 373784 4719887

AUTHORIZATION :

Patricia Pijoto

COST LIMIT : \$ ~~35.00~~ 70.00

ORDER DATE : September 14, 1999

ORDER TIME : 11:39 AM

ORDER NO. : 373784-005

Merger
3000002986859--4

CUSTOMER NO: 4719887

CUSTOMER: Julie Hubble, Legal Asst
Davis Polk & Wardwell
450 Lexington Avenue

New York, NY 10017

ARTICLES OF MERGER

FIRST STS, INC.

INTO

RYDER STUDENT TRANSPORTATION
SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Janine Lazzarini

EXAMINER'S INITIALS:

RECEIVED
99 SEP 14 PM 12:44
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

9/15/99

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

FIRST STS, INC., a Delaware corporation not authorized to transact business in
Florida

INTO

RYDER STUDENT TRANSPORTATION SERVICES, INC., a Florida entity,
J58265.

File date: September 14, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 70.00

FILED
99 SEP 14 PM 2:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

FIRST STS, INC.

WITH AND INTO

RYDER STUDENT TRANSPORTATION SERVICES, INC.

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger:

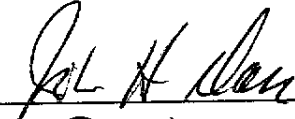
1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging First STS, Inc., a Delaware corporation, with and into Ryder Student Transportation Services, Inc., a Florida corporation.

2. The merger of First STS, Inc. with and into Ryder Student Transportation Services, Inc. is permitted by the laws of the jurisdiction of organization of Delaware and is in compliance with said laws. The date of adoption of the Agreement and Plan of Merger by the shareholders of First STS, Inc. was September 13, 1999.


3. The shareholders of Ryder Student Transportation Services, Inc. entitled to vote thereon approved and adopted the aforesaid Agreement and Plan of Merger by written consent given on September 13, 1999 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

Executed on September 13, 1999.

FIRST STS, INC.

By: 
Name: John H. Durr
Title: Secretary

RYDER STUDENT
TRANSPORTATION SERVICES,
INC.

By: 
Name: John H. Durr
Title: President

AGREEMENT AND PLAN OF MERGER

OF

FIRST STS, INC.

WITH AND INTO

RYDER STUDENT TRANSPORTATION SERVICES, INC.

AGREEMENT AND PLAN OF MERGER dated as of September 13, 1999 (this "**Agreement**") pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "**Delaware GCL**"), and Section 607.1107 of the Florida General Corporation Act (the "**Florida GCA**"), by and among FIRST PTS, Inc., a Delaware corporation ("**Parent**"), FIRST STS, Inc., a Delaware corporation ("**Merger Sub**"), RYDER STUDENT TRANSPORTATION SERVICES, INC., a Florida corporation ("**RSTS**" and collectively with Merger Sub, being sometimes referred to herein as the "**Constituent Corporations**") and RYDER PUBLIC TRANSPORTATION SERVICES, INC. ("**RPTS**").

WHEREAS, Merger Sub is a corporation duly organized and existing under the laws of the State of Delaware and pursuant to its Certificate of Incorporation is authorized to issue 3,000 shares of common stock, \$.01 par value; and

WHEREAS, Merger Sub has outstanding as of the date hereof 100 shares of its common stock, all of which are held of record and beneficially by Parent, and each of which shares of common stock is entitled to one vote; and

WHEREAS, RSTS is a corporation, duly organized and existing under the laws of the State of Florida and pursuant to its Articles of Incorporation, is authorized to issue 7500 shares of common stock, \$1.00 par value (the "**Common Stock**"); and

WHEREAS, RSTS has outstanding at the date hereof 1000 shares of Common Stock, each of which is entitled to one vote; and

WHEREAS, on the date hereof, RPTS is the record and beneficial owner of 1000 shares of Common Stock; and

WHEREAS, the registered office of Merger Sub in the State of Delaware is at 1013 Centre Road, Wilmington, Delaware 19805, County of New Castle, and

its principle business office is located at 705 Central Avenue, Suite 500, Cincinnati, Ohio 45202; and

WHEREAS, the registered office of RSTS in the State of Florida is at P.O. Box 020816, 3600 N.W. 82nd Avenue, Miami, Florida, 33102-0816, and its principle business office is located at 705 Central Avenue, Suite 500, Cincinnati, Ohio 45202; and

WHEREAS, the respective Boards of Directors of Parent, Merger Sub, RSTS and RPTS have adopted resolutions approving this Agreement and declaring advisable the proposed merger of Merger Sub with and into RSTS; and

WHEREAS, the parties to this Agreement intend that the merger shall qualify as a tax free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Merger

1.1 Upon the Effective Date, as defined in Section 1.6 hereof, Merger Sub shall be merged with and into RSTS, which latter company shall be the "**Surviving Corporation**," governed by the laws of the State of Florida.

1.2 The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of RSTS, without amendment. Such Articles of Incorporation are made a part of this Agreement with the same force and effect as if herein set forth in full. From and after the Effective Date and until thereafter amended as provided by law, such Articles of Incorporation may be separately certified as the Articles of Incorporation of the Surviving Corporation.

1.3 The By-Laws of RSTS shall be and remain the By-Laws of the Surviving Corporation, until altered, amended or repealed.

1.4 Upon the Effective Date, the separate existence of Merger Sub shall cease and the Surviving Corporation shall, from and after the Effective Date, possess all the rights, immunities, privileges, powers, purposes and franchises and be subject to all the restrictions, obligations, disabilities and duties of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts

due to either of the Constituent Corporations, on whatever account, and every other asset and interest of each of the Constituent Corporations, shall be vested in the Surviving Corporation without further act or deed and shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and shall not revert or be in any way impaired by reason of such merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and the respective Constituent Corporations may be deemed to continue in existence in order to preserve the same, and all debts, obligations, liabilities and duties of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, obligations, liabilities and duties had been incurred or contracted by it. Any claim existing, or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if such merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding. Upon the Effective Date the assets, liabilities, reserves and accounts of each of the Constituent Corporations shall be taken up on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of the Constituent Corporations, subject to such adjustments, or elimination of intercompany items, as may be appropriate in giving effect to the merger. All corporate acts, approvals and authorizations of Merger Sub, its stockholder, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Merger Sub.

1.5 Each of the Constituent Corporations hereby agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds, or other instruments, and will take or cause to be taken such further or other action and give such assurances as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution or any property, right, privilege, certificate representing securities, or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, securities, immunities, franchises and interests referred to in this Article I and otherwise to carry out the intent and purposes hereof.

1.6 The merger transaction contemplated by this Agreement shall be become effective on September 13, 1999 (the "Effective Date"), provided that any regulatory authority to which they are subject and whose prior approval is necessary to effect the merger provided for herein shall have given such approval; and a Certificate of Merger shall be executed, acknowledged and filed under Section 252(c) of the Delaware GCL with the Secretary of State of the State of Delaware and Articles of Merger and this Agreement shall be filed under Section 607.224 of the Florida GCA with the Florida Department of State.

1.7 The parties hereto will treat the Merger as a tax free reorganization under Section 368(a) of the Code for Tax purposes and will take no action inconsistent with such treatment.

ARTICLE II

Conversion of Securities; Exchange

2.1 The manner of converting the shares of each of the Constituent Corporations shall be as hereinafter set forth in this Article II.

2.2. Each share of Common Stock issued and outstanding on the Effective Date shall be converted into and represent the right to receive an assignment of a ratable interest in that certain Note, dated as of September 10, 1999, made by FirstGroup USA, Inc., a Delaware corporation, in favor of Merger Sub in the aggregate amount of \$460,000,000.00 (the aggregate interest in such Note, the "Merger Consideration"). Each of Parent, Merger Sub and RSTS hereby covenant and agree to execute and deliver such documents, agreements, assignments and other instruments as may be necessary or desirable in order to effect the assignments referred to in the preceding sentence.

2.3. All of the shares of Common Stock outstanding on the Effective Date and any and all rights in respect thereof shall, without any action on the part of the holders thereof, be cancelled and retired and cease to exist, and each holder of a certificate representing shares of Common Stock shall cease to have any rights with respect thereto, except the right to receive such holder's ratable portion of the Merger Consideration.

2.4. Each share of common stock of Merger Sub issued and outstanding on the Effective Date shall automatically without any action on the part of the holder thereof be converted into one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

ARTICLE III

Directors and Officers

3.1. (a) The directors and members of committees of RSTS in office on the Effective Date shall continue in office as, and shall be and constitute the directors of the Surviving Corporation, each holding the same directorship in the Surviving Corporation as he or she held in RSTS for the terms elected and until their respective successors shall be elected or appointed and qualified.

(b) The officers of RSTS in office on the Effective Date shall continue in office as, and shall be and constitute the officers of the Surviving Corporation, each holding the same office in the Surviving Corporation as he or she held in RSTS for the terms elected and until their respective successors shall be elected or appointed and qualified.

ARTICLE IV

Termination and Amendment

6.1. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated by written notice of termination at any time before completion of the filings with each of the Secretary of State of the State of Delaware and the Florida Department of State (whether before or after, and notwithstanding, approval hereof by the stockholders of the Constituent Corporations, by appropriate resolution of the Boards of Directors of both Constituent Corporations for any reason deemed appropriate by said Boards of Directors).

6.2. Anything herein or elsewhere to the contrary notwithstanding, to the extent permitted by law, this Agreement may be amended, supplemented or interpreted at any time by action taken by the Boards of Directors of both Constituent Corporations, and in the case of an interpretation the actions of such Boards of Directors shall be binding.

ARTICLE V

Votes Required for Adoption by Stockholders

7.1. By execution and delivery of this Agreement, Parent, as the sole stockholder of Merger Sub, does hereby consent to the merger transaction contemplated by this Agreement in accordance with Sections 252(c) and 251(c) of the Delaware GCL. By execution and delivery of this Agreement, RPTS, as the

sole shareholder of RSTS, does hereby consent to the merger transaction contemplated by this Agreement in accordance with Sections 607.0704 and 607.1107 of the Florida GCA.

ARTICLE VI

Miscellaneous

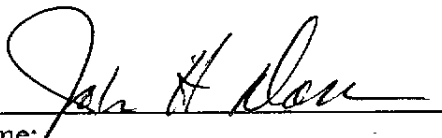
8.1. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

8.2. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument.

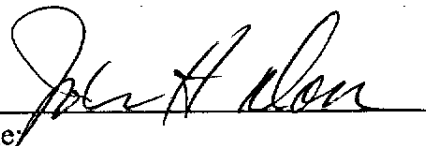
8.3. THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, AND ALL MATTERS RELATING HERETO, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS EXECUTED AND TO BE PERFORMED SOLELY WITHIN SUCH STATE.

IN WITNESS WHEREOF, Parent, Merger Sub, RSTS and RPTS
have caused their corporate names to be hereunto subscribed by their respective
officers thereunto duly authorized, all as of the day and year first above written.

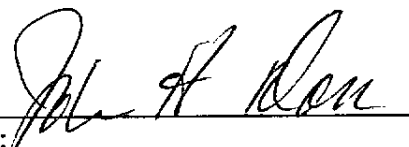
FIRST PTS, INC.

By 
Name:
Title:

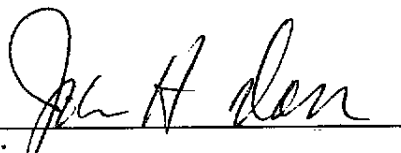
FIRST STS, INC.

By 
Name:
Title:

RYDER STUDENT TRANSPORTATION
SERVICES, INC.

By 
Name:
Title:

RYDER PUBLIC TRANSPORTATION
SERVICES, INC.

By 
Name:
Title: