



THE UNITED STATES
CORPORATION
COMPANY

K54671

ACCOUNT NO. : 072100000032

REFERENCE : 490139-4306704

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : August 7, 1997

ORDER TIME : 10:46 AM

ORDER NO. : 490139-010

CUSTOMER NO: 4306704

CUSTOMER: Gary Melhuish, Legal Asst
Fried, Frank, Harris, Shriver
1001 Pennsylvania Ave. N.W.

Washington, DC 200042505

merger

~~90002261589-3~~

90002261589-3

ARTICLES OF MERGER

NEFF RENTAL, INC.

INTO

BUCKNER RENTAL SERVICE, INC.

FILED
97 AUG -8 PM 4:24
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: TONYA C. HOLLIDAY
EXAMINER'S INITIALS:

8/11/97
[Handwritten initials and stamps]

RECEIVED
97 AUG -8 PM 12:07
DIVISION OF CORPORATION

K54671

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

BUCKNER RENTAL SERVICE, INC., a Delaware corporation F93000002867

INTO

NEFF RENTAL, INC., a Florida corporation, K54671.

File date: August 8, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 70.00

ARTICLES OF MERGER

OF

NEFF RENTAL, INC.

AND

BUCKNER RENTAL SERVICE, 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 Merger Agreement for merging Buckner Rental Service, Inc. with and into Neff Rental, Inc.

2. The merger of Buckner Rental Service, Inc. with and into Neff Rental, Inc. is permitted by the laws of the jurisdiction of organization of Buckner Rental Service, Inc. and is in compliance with said laws. The date of adoption by written consent of the Merger Agreement by the shareholders of Buckner Rental Service, Inc. was August 7, 1997.

3. The shareholders of Neff Rental, Inc. entitled to vote thereon approved and adopted the aforesaid Merger Agreement by written consent given on August 7, 1997 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

4. The effective time and date of the merger herein provided for in the State of Florida shall be August 8, 1997.

FILED
97 AUG -8 PM 4:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Executed on August 7, 1997

BUCKNER RENTAL SERVICE, INC.

By: William G. Derenbecker
William G. Derenbecker
President

NEFF RENTAL, INC.

By: _____
Kevin P. Fitzgerald
President

FROM FF DCO 7108 & 10


(TUE) 8. 5' 97 10:23/ST. 10:21/NO. 3760434299 P. 5

Executed on August 7, 1997

BUCKNER RENTAL SERVICE, INC.

By: _____
William G. Derenbecker
President

NEFF RENTAL, INC.

By:  _____
Kevin P. Fitzgerald
President

MERGER AGREEMENT

MERGER AGREEMENT (this "Agreement"), dated as of August 7, 1997, by and between Neff Rental, Inc., a Florida corporation ("Rental"), and Buckner Rental Service, Inc., a Delaware corporation ("Buckner"). Rental and Buckner are hereinafter sometimes collectively called the "Constituent Corporations."

RECITALS

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and in best interests of such Constituent Corporation and its respective stockholders that the Constituent Corporations merge, under and pursuant to Section 251 of the General Corporation Law of the State of Delaware, into a single corporation, and has approved this Agreement and the transactions contemplated hereby (the "Merger").

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE I THE MERGER

1.1. **Surviving Corporation.** In accordance with the provisions of this Agreement and the applicable laws of the States of Florida and Delaware, at the Effective Time (as defined in Section 1.2 hereof), Buckner shall be merged with and into Rental. Rental shall be the surviving corporation (such corporation in its capacity as such surviving corporation being hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence and organization under the laws of the State of Florida. The separate existence of Buckner shall thereupon cease.

1.2. **Effective Time.** The term "Effective Time" shall mean August 8, 1997.

1.3. **Continued Existence of Parent.** Following the Merger, the existence of Rental shall continue unaffected and unimpaired by the Merger, with all rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a corporation organized under Florida law.

1.4. **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of Rental, as in effect at the Effective Time, shall constitute and continue to be the Certificate of Incorporation of the Surviving Corporation until further amended or changed as provided therein or by law.

1.5. **Bylaws.** At the Effective Time, the Bylaws of Rental, as in effect at the Effective Time, shall constitute and continue to be the Bylaws of the Surviving Corporation until amended or changed as provided therein or by law.

1.6. **Directors.** The directors of Rental at the Effective Time shall be and remain the directors of the Surviving Corporation, and each shall hold office until their respective successors are duly elected and qualified.

1.7. **Officers.** The officers of Rental at the Effective Time shall be and remain the officers of the Surviving Corporation and shall hold office until their respective successors are duly elected or appointed and qualified.

1.8. **Effect of the Merger.** The Surviving Corporation shall succeed, without other transfer, to all the rights and property of Buckner and shall be subject to all the debts and liabilities thereof in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens put on the property of each of the Constituent Corporations shall be preserved unimpaired.

1.9. **State Filings.** Articles of Merger in substantially the form attached hereto as Exhibit A (the "Articles of Merger") shall be filed with the Secretary of State of the State of Florida by Rental to effect the Merger. A certificate of merger in substantially the form attached hereto as Exhibit B (the "Certificate of Merger") shall be filed with the Secretary of State of the State of Delaware by Buckner to effect the Merger.

ARTICLE II CANCELLATION OF STOCK

2.1. **Buckner Common Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of Rental or Buckner, each share of common stock, par value \$.01 per share, of Buckner ("Buckner Common Stock") issued and outstanding immediately prior to such Effective Time shall automatically be canceled.

ARTICLE III MISCELLANEOUS

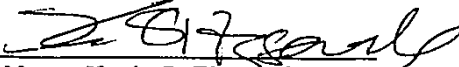
3.1. **Board and Shareholder Approval.** At or prior to the Effective Time, the Board of Directors of the Constituent Corporations shall have duly authorized this Agreement, and such authorizations shall not have been revoked or modified at or prior to such Effective Time. At or prior to the Effective Time, the shareholders of the Constituent Corporations shall have duly approved and adopted this Agreement, and such approval and adoption shall not have been revoked or modified at or prior to such Effective Time.

3.2. **Amendment.** This Agreement may be amended by the Boards of Directors of the Constituent Corporations at any time prior to the date of filing the Certificate of Merger with the Florida Secretary of State.

3.3. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused to this Agreement to be executed by an authorized officer of each party hereto as the respective act, deed and agreement of each of said corporations, on this 7th day of August, 1997.

NEFF RENTAL, INC.

By 
Name: Kevin P. Fitzgerald
Title: President

BUCKNER RENTAL SERVICE, INC.

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused to this Agreement to be executed by an authorized officer of each party hereto as the respective act, deed and agreement of each of said corporations, on this 7th day of August, 1997.

NEFF RENTAL, INC.

By _____
Name: Kevin P. Fitzgerald
Title: President

BUCKNER RENTAL SERVICE, INC.

By William A. Buckner
Name:
Title: