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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

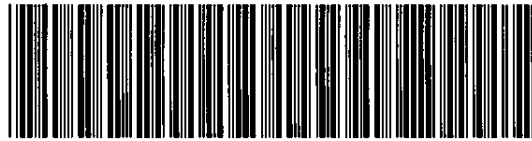
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EFFECTIVE DATE  
12/14/06

FILED  
06 DEC 13 PM 1:29  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

RECEIVED  
06 DEC 13 AM 8:49  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 663030 4306601

AUTHORIZATION :

COST LIMIT : \$ 50.00

EFFECTIVE DATE  
12/14/06

06 DEC 13 PM 1:29  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : December 13, 2006

ORDER TIME : 4:48 PM

ORDER NO. : 663030-055

CUSTOMER NO: 4306601

ARTICLES OF MERGER

ACN-LOGISTICS, LLC

INTO

ACN-LOGISTICS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY  
☒ PLAIN STAMPED COPY

CONTACT PERSON: Doreen Wallace

EXAMINER'S INITIALS: 2928

FILED  
06 DEC 13 PM 1:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ACN-Logistics, LLC	Florida	LLC
ACN-Logistics, LLC	Delaware	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ACN-Logistics, LLC	Delaware	LLC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 14, 2006 at 12:01 am Eastern Time

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

7664 Plaza Court

Willowbrook, IL 60527

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 7664 Plaza Court

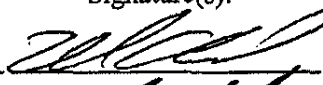

Willowbrook, IL 60527

Mailing address: 7664 Plaza Court

Willowbrook, IL 60527

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ACN-Logistics, LLC ** (FL)		Michael Chorpash
ACN-Logistics, LLC ** (DE)		Michael Chorpash

\*\*By: American Container Net, Inc., a Delaware corporation, its member; By: Michael Chorpash, its Secretary

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** For each Limited Liability Company: \$25.00  
For each Corporation: \$35.00  
For each Limited Partnership: \$52.50  
For each General Partnership: \$25.00  
For each Other Business Entity: \$25.00

**Certified Copy (optional):** \$30.00

## **AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 13, 2006, is made by and between ACN-Logistics, LLC, a Florida limited liability company ("FL LLC"), and ACN-Logistics, LLC, a Delaware limited liability company ("DE LLC").

### **WITNESSETH: THAT**

**WHEREAS**, American Container Net, Inc., a Delaware corporation ("ACNI"), owns 100% of the limited liability company interests of DE LLC and FL LLC; and

**WHEREAS**, DE LLC and FL LLC deem it advisable and in the best interests of ACNI that FL LLC be merged with and into DE LLC pursuant to the terms and conditions of this Agreement and in accordance with Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "DLLCA"), and Section 608-438 of the Florida Limited Liability Company Act, as amended (the "FLA");

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article 1.     The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, the DLLCA and the FLA, at the Effective Time (defined below): (a) FL LLC shall be merged with and into DE LLC as a single limited liability company; (b) from and after the Effective Time, DE LLC shall continue as the surviving limited liability company; (c) from and after the Effective Time, the separate existence of FL LLC shall cease; and (d) from and after the Effective Time, DE LLC will be the surviving entity and its existence shall continue unaffected and unimpaired, with all the rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a limited liability company organized under the DLLCA (the "Merger"). The Merger shall have the effects set forth in this Agreement and in Section 18-209 of the DLLCA and Section 608-438 of the FLA.

### **Article 2.     Effect of the Merger.**

**2.1     The Effective Time.** The Merger shall become effective 12:01 a.m. Eastern Time, on December 14, 2006.

**2.2     Effect of the Merger.** At the Effective Time, all of the rights, privileges, powers all real property, personal property, mixed property, all debts due, as well as all other things and causes of action belonging to each of DE LLC and FL LLC, shall be vested in DE LLC, and shall thereafter be the property of DE LLC as they were of each of FL LLC and DE LLC, and the title to any real property vested by deed or otherwise, under the laws of the State of Delaware, in either of DE LLC or FL LLC, shall not revert or be in any way impaired by

reason of this chapter; but all rights of creditors and all liens upon any property of either of FL LLC or DE LLC shall be preserved unimpaired, and all debts, liabilities and duties of each of FL LLC or DE LLC shall thenceforth attach to DE LLC, and may be enforced against DE LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by DE LLC. The outstanding membership interests of FL LLC shall be cancelled without consideration.

**Article 3. Ownership.** At the Effective Time, by virtue of the Merger and without any action on the part of FL LLC or DE LLC or the holder of any of the securities thereof: (a) each issued and outstanding membership interests of DE LLC shall remain unchanged and shall continue to remain issued and outstanding; and (b) each issued and outstanding membership interest of FL LLC shall be cancelled and extinguished, and no consideration shall be issued with respect thereto.

**Article 4. Certificate of Formation and Limited Liability Company Agreement.** The Certificate of Formation of DE LLC existing immediately prior to the Effective Time shall be the Certificate of Formation of DE LLC immediately following the Effective Time until the same shall be amended in the manner provided in the DLLCA. The Limited Liability Company Agreement of DE LLC existing immediately prior to the Effective Time shall be the Limited Liability Company Agreement of DE LLC immediately following the Effective Time until the same shall be amended in the manner provided therein and in the DLLCA.

**Article 5. Amendment and Termination.** At any time prior to the Effective Time, this Agreement may be amended in accordance with the DLLCA and the FLA. At any time prior to the Effective Time, this Agreement, the Certificate of Merger and the Articles of Merger may be terminated and the Merger abandoned in accordance with the DLLCA and the FLA.

**Article 6. Further Assurances.** If at any time or from time to time DE LLC shall determine or be advised that any further assignment or assurance in law is necessary or desirable to vest in DE LLC, or perfect its title to, any property or rights of FL LLC, the officers of FL LLC shall execute, make, and deliver, without further consideration, all such proper assignments and assurances in law, and do all other things necessary or desirable, to vest or perfect title to such property or rights in DE LLC, and otherwise to carry out the purposes of this Agreement.

**Article 7. Miscellaneous.**

**7.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

**7.2 Entire Agreement.** This Agreement and other documents executed by the parties pursuant to this Agreement or referenced herein constitute a complete and exclusive statement of the entire understanding and agreement of the parties with respect to the respective subject matter hereof, and supersedes all other prior agreements and understandings,

written or oral, relating to such subject matter between the parties.

**7.3 References and Headings.** References in this Agreement to sections, unless otherwise specified, are to sections of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**7.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

\* \* \* \* \*