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MERGER OR SHARE EXCHANGE

CALOOSA TRANSPORT, LLC

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\$85.00

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**ARTICLES OF MERGER
OF
LAKE COUNTRY TRUCKING, LLC
WITH AND INTO
CALOOSA TRANSPORT, LLC**

The following Articles of Merger are submitted in accordance with the Florida Limited Liability Company Act (the "LLC Act") pursuant to Section 608.4382 Florida Statutes.

First: The name and jurisdiction of the surviving corporation ("Surviving Corporation") is:

Name

LOS-51039

Jurisdiction

CALOOSA TRANSPORT, LLC

Florida

Second: The name and jurisdiction of the merging entity ("Merging Company") is:

Name

LOS-73880

Jurisdiction

LAKE COUNTRY TRUCKING, LLC

Florida

Third: Effective on the Effective Date (as hereinafter defined), the Merging Company is merged with and into the Surviving Corporation and the corporate existence of the Merging Company shall hereupon cease. The Plan of Merger is attached hereto as Exhibit "A".

Fourth: The merger shall become effective on the date these Articles of Merger are filed with the Department of State of the State of Florida (the "Effective Date").

Fifth: The Plan of Merger was approved by the Members of the Surviving Company in accordance with the LLC Act on September 26, 2007, by written consent.

Sixth: The Plan of Merger was adopted by the Members of the Merging Company in accordance with the LLC Act on September 26, 2007, by written consent.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger this 26 day of September, 2006.

MERGING COMPANY:

LAKE COUNTRY TRUCKING, LLC
a Florida limited liability corporation

By: H. Ross Fleming
Name: H. ROSS FLEMING
Title: Manager

SURVIVING CORPORATION:

CALOOSA TRANSPORT, LLC
a Florida limited liability corporation

By: James P. Spry
Name: JAMES P. SPRY
Title: Manager

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T-222 P.003/007 F-760
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AGREEMENT AND PLAN OF MERGER

By and Among
CALOOSA TRANSPORT, LLC,
a Florida limited liability company
and
LAKE COUNTRY TRUCKING, LLC,
a Florida limited liability company

Dated as of September 26, 2007

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of September 26, 2007, by and among LAKE COUNTRY TRUCKING, LLC, a Florida limited liability company (the "Merged Company") and CALOOSA TRANSPORT, LLC, a Florida limited liability company ("Surviving Company").

RECITALS

WHEREAS, on or about September 26, 2007, the holders of a majority of the issued and outstanding units of membership of the Merged Company approved the merger of the Merged Company with and into the Surviving Company;

WHEREAS, on or about September 26, 2007, the holders of a majority of the issued and outstanding units of membership of the Surviving Company approved the merger of the Merged Company with and into the Surviving Company; and

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code");

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

1. THE MERGER; CLOSING; EFFECTIVE TIME

1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as hereinafter defined), Merged Company shall be merged with and into the Surviving Company and the separate corporate existence of Merged Company shall thereupon cease. The Surviving Company shall be the Surviving Company in the Merger (sometimes hereinafter referred to as the "Surviving Company"), and the separate corporate existence of the Surviving Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Florida Limited Liability Company Act (the "FLLCA")

1.2. Effective Time.

As soon as practicable, the Merged Company and Surviving Company will cause Articles of Merger reflecting the provisions set forth in this Agreement (the "Articles of Merger") to be executed by the Merged Company and Surviving Company and deliver for filing to the Department of State of the State of Florida (the "Florida Department") the Articles of Merger ("Articles of Merger") to be filed with the Florida Department as provided in Section 608.432 of the FLLCA. The Merger shall become effective at the time when the Articles of Merger have been duly filed with the Florida Department or at such later time agreed by the parties in writing and provided in the Articles of Merger (the "Effective Time").

2. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT OF THE SURVIVING COMPANY

2.1. The Articles of Organization.

The articles of Organization of the Surviving Company as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Company (the "Articles"), until duly amended as provided therein or by applicable law.

2.2. The Operating Agreement.

The operating agreement of the Surviving Company in effect at the Effective Time shall be the operating agreement of the Surviving Company (the "Operating Agreement"), until thereafter amended as provided therein or by applicable law.

3. MANAGERS OF THE SURVIVING COMPANY

3.1. Managers.

The managers of Surviving Company at the Effective Time shall, from and after the Effective Time, be the managers of the Surviving Company until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Operating Agreement as in effect from time to time.

4. EFFECT OF THE MERGER ON MEMBERSHIP UNITS; EXCHANGE OF CERTIFICATES

4.1. Effect on Membership Units.

At the Effective Time, as a result of the Merger and without any action on the part of the holder of any membership units (hereinafter "Unit") of the Merged Company:

4.1.(a) Merger Consideration. One (1) Unit of the Merged Company immediately prior to the Effective Time shall be converted into, and become exchangeable for (the "Merger Consideration") One (1) Unit of Class "B" Unit's (the "Stock Exchange Ratio") of the Surviving Company ("Surviving Company Interest").

4.1.(b) Surviving Company. Each Unit of the Merged Company issued and outstanding immediately prior to the Effective Time shall be cancelled and retired without payment of any consideration therefor and shall cease to exist. Unit's of the Surviving Company outstanding as of the Effective Time shall continue to exist without any further action by the holder.

4.2. Appraisal Rights.

Notwithstanding Section 4.1, Merged Company Unit's outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such Merged Company Unit's

shall not be converted into a right to receive the Merger Consideration, unless such holder fails to perfect or withdraws or otherwise loses his right to appraisal. If after the Effective Time such holder fails to perfect or withdraws or loses his right to appraisal, such Merged Company Unit's shall be treated as if they had been converted as of the Effective Time into a right to receive the Merger Consideration. The Merged Company shall give Surviving Company prompt notice of any demands received by the Merged Company for appraisal of Merged Company Unit's, and Surviving Company shall have the right to participate in all negotiations and proceedings with respect to such demands. The Merged Company shall not, except with the prior written consent of Surviving Company, make any payment with respect to, or settle or offer to settle, any such demands.

5. MISCELLANEOUS AND GENERAL

5.1. Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

5.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

5.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

5.4. Governing Law and Venue; Waiver of Jury Trial.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Florida and the Federal courts of the United States of America located in the State of Florida solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a State of Florida or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter

of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.5 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

5.5. Notices.

Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid:

if to Surviving Company:

CALOOSA TRANSPORT, LLC
5500 Flaghole Road, Clewiston, FL 33440
Attn: James P. Spry, Manager

if to the Merged Company:

LAKE COUNTRY TRUCKING, LLC
5500 Flaghole Road, Clewiston, FL 33440
Attn: H. Ross Fleming, Manager

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or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

5.6. Entire Agreement: No Other Representations.

This Agreement including any exhibits hereto constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof. EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER SURVIVING COMPANY AND SURVIVING COMPANY NOR THE MERGED COMPANY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ITSELF OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, FINANCIAL AND LEGAL ADVISORS OR OTHER REPRESENTATIVES, WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING.

5.7. No Third Party Beneficiaries.

This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.