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Fax Number : (850)205-0380

From:

Account Name : BERGER SINGERMAN - FORT LAUDERDALE
Account Number : 120020000154
Phone : (954)525-9900
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MERGER OR SHARE EXCHANGE

Pero Transport, LLC

| | |
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| Certificate of Status | 0 |
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TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER
OF
PERO TRANSPORT, INC.,
a Florida corporation,
WITH AND INTO
PERO TRANSPORT, LLC,
a Florida limited liability company

The following Certificate of Merger is submitted, in accordance with Section 608.4382, Florida Statutes, to merge the following Florida entities pursuant to the attached Agreement and Plan of Merger:

FIRST: The parties to this merger are (i) Pero Transport, Inc., a Florida corporation, document number F97000021240, (the "Corporation"), and (ii) Pero Transport, LLC, a Florida limited liability company, document number L06000046207, (the "LLC").

SECOND: The surviving entity is the LLC.

THIRD: The attached Agreement and Plan of Merger was approved by the Corporation and the LLC in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes.

The undersigned have executed this Certificate of Merger as of the 4th day of May, 2006.

PERO TRANSPORT, INC., a Florida corporation

By: [Signature]
Peter F. Pero, IV, President

PERO TRANSPORT, LLC, a Florida limited liability company

By: [Signature]
Peter F. Pero, IV, Managing Member

By: [Signature]
Angela Pero, Managing Member

By: [Signature]
Frank Pero, Managing Member

By: [Signature]
Charles Pero, Managing Member

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BERGER SINGERMAN → 850-205-0381

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this 4th day of May, 2006, by and between PERO TRANSPORT, INC., a Florida corporation with its principal office located at 14095 State Road 7, Delray Beach, Florida 33446, (hereinafter referred to as the "Merging Entity"), and PERO TRANSPORT, LLC, a Florida limited liability company, with its principal office located at 14095 State Road 7, Delray Beach, Florida 33446 (hereinafter referred to as the "Surviving Entity").

WITNESSETH:

WHEREAS, the Merging Entity is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly authorized action by the Board of Directors and shareholders (the "Shareholders") of the Merging Entity, and by the Members (the "Members") of the Surviving Entity, the Merging Entity and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Section 608.438 of the Florida Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act; and

WHEREAS, the Surviving Entity was formed on May 3, 2006, pursuant to Articles of Organization duly filed with the Florida Department of State as of that date, for the sole purpose of effectuating this Merger; and

WHEREAS, the Surviving Entity will cause to be timely filed with the Internal Revenue Service an Entity Classification Election (IRS Form 8832) electing to be taxed as a corporation, and an Election by a Small Business Corporation (IRS Form 2553) electing to be taxed as an "S" corporation, all effective as of May 3, 2006; and

WHEREAS, the parties hereto intend that this Merger qualify as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct in every respect and are incorporated by reference herein.

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2. **MERGER.** Upon the terms and subject to the conditions set forth herein, on the Effective Date (as defined below) the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement with the Surviving Entity as the surviving entity of the Merger which shall continue its existence under the laws of the State of Florida.

3. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective immediately upon the filing of the Certificate of Merger with the Florida Department of State (the "Effective Date").

4. **SURVIVING ENTITY.** On and after the Effective Date of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act.

(b) The separate existence of the Merging Entity shall cease, and pursuant to the terms and conditions of Section 608.4383(2), Florida Statutes, its property shall become the property of the Surviving Entity.

5. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.** The terms and conditions of the Merger are that the Articles of Organization and the Operating Agreement of the Surviving Entity, as in effect immediately prior to the Merger, shall continue after the Effective Date as the Articles of Organization and the Operating Agreement of the Surviving Entity unimpaired by the Merger until such Articles of Organization and/or Operating Agreement are changed, altered or amended.

6. **MANNER AND BASIS OF CONVERTING SHARES OF THE MERGING ENTITY.** The issued and outstanding shares and rights to acquire shares of the Merging Entity shall be converted as follows:

(a) As of the Effective Date, each and every share of common stock of the Merging Entity and each right to acquire shares of common stock or other securities of the Merging Entity shall be canceled and extinguished and shall no longer be issued or outstanding, and no membership interests in the Surviving Entity will be issued in respect thereof.

(b) As of the Effective Date, the Members of the Surviving Entity shall remain as the Members of the Surviving Entity and all member interests of the Surviving Entity as of the Effective Date shall thereafter constitute all of the outstanding member interests of the Surviving Entity.

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7. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective Board of Directors and Shareholders of the Merging Entity and the Members of the Surviving Entity. Subsequent to the execution of this Agreement by the duly authorized officer of the Merging Entity and the Managing Members of the Surviving Entity, such officer of the Merging Entity and the Managing Members of the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

8. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and the Shareholders of the Merging Entity and the Members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officer and/or Managing Members as of the date first above written.

PERO TRANSPORT, INC., a Florida
corporation, the Merging Entity

By: 
PETER F. PERO, IV, President

PERO TRANSPORT, LLC, a Florida
limited liability company, the Surviving Entity

By: 
PETER F. PERO, IV, Managing
Member

By: 
ANGELA PERO, Managing Member

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By: Frank Pero ^{2006 Member} A ID: 11
FRANK PERO, Managing Member
By: Charles Pero
CHARLES PERO, Managing Member
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