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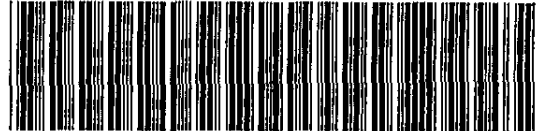
(Business Entity Name)

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Merger

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3/21/06

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TALLAHASSEE, FLORIDA

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March 20, 2006

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Vexure, Inc. merging: Steele Logistics Services, Inc.

(FILE FIRST)

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy (2)

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

NEW FILINGS	
	Profit
	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
X	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

3/24/06

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
STEELE LOGISTICS SERVICES, INC.,
a Florida corporation

into

VEXURE, INC.,
a Florida corporation


ARTICLES OF MERGER between Steele Logistics Services, Inc., a Florida corporation and Vexure, Inc., a Florida corporation.

Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), Steele Logistics Services, Inc. and Vexure, Inc., adopt the following Articles of Merger:

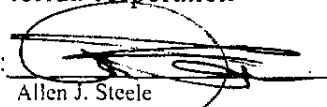
1. The Agreement and Plan of Merger dated March 13, 2006 ("Plan of Merger") between Steele Logistics Services, Inc. and Vexure, Inc., was approved and adopted by the Board of Directors of Steele Logistics Services, Inc. on March 13, 2006 by written consent. Shareholder approval of the Plan of Merger is not required.
2. Under the Plan of Merger, all issued and outstanding shares of Vexure, Inc.'s stock will be acquired by means of a merger of Steele Logistics Services, Inc. into Vexure, Inc. with Vexure, Inc. the surviving corporation ("Merger").
3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
4. Under Section 607.1105(1)(b) of the Act, the effective date of the Merger shall be March 24, 2006.

IN WITNESS WHEREOF, the parties have set their hands hereto on March 13, 2006.

ATTEST:
VEXURE, INC.
A Florida corporation

By: 
Allen J. Steele
Its: Chairman and CEO

ATTEST:
STEELE LOGISTICS SERVICES, INC.
A Florida corporation

By: 
Allen J. Steele
Its: Chairman and CEO

**SHORT-FORM AGREEMENT
AND PLAN OF MERGER OF
STEELE LOGISTICS SERVICES, INC.,
a Florida corporation**

INTO

**VEXURE, INC.,
a Florida corporation**

THIS AGREEMENT AND PLAN OF MERGER dated March 13, 2006 made by and among Steele Logistics Services, Inc., a Florida corporation ("Parent") and Vexure, Inc., a Florida corporation ("Subsidiary").

WITNESSETH:

WHEREAS, Parent desires to merge with and into Subsidiary, with Subsidiary being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns 100% of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of Parent has determined that it is advisable that Parent be merged into Subsidiary on the terms and conditions set forth herein, in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Date" shall mean any date following the filing date as chosen by the parties and stated in the Plan and in the Articles of Merger.

2. On the Effective Date, Parent shall be merged with and into Subsidiary. The separate existence of Parent shall cease at the Effective Date and the existence of Subsidiary shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.

3. The Plan of Merger has been approved by the respective Board of Directors of Parent and Subsidiary in accordance with Section 607.1104 of the Act.

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Date, Subsidiary shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Parent, and shall be responsible and liable for all liabilities and obligations of Parent, all as more particularly set forth in Section 607.1106 of the Act.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of Parent's Common Stock onto shares of Subsidiary Stock shall be as follows:

1. Each share of Parent's Common Stock held by its shareholder(s) shall, by virtue of the Merger and without an action on the part of the Parent, be cancelled simultaneously with the Effective Date of the Merger and 100% of the Common Stock of Subsidiary held by Parent shall be transferred simultaneously to the Parent's shareholder(s) upon their surrender of all of the issued and outstanding shares of Parent.

ARTICLE IV

DISSENTERS' RIGHTS

Because Parent is the 100% shareholder of the Subsidiary, there are no minority shareholders with dissenter's rights.

ARTICLE V

ASSIGNMENT

If at any time Subsidiary shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Subsidiary the title to any property or rights of Parent, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Parent as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm or record the title to such property or rights in Subsidiary.

ARTICLE VI

EXPENSES

Subsidiary shall pay all expense of accomplishing the Merger.

ARTICLE VII

AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VIII

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors or Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of the Parent or Subsidiary, or their respective Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the undersigned have set their hands on
3-13-06

ATTEST:
STEELE LOGISTICS SERVICES, INC.

A Florida corporation

By: 

Allen J. Steele

Its: Chairman and CEO

ATTEST:
VEXURE, INC.

A Florida corporation

By: 

Allen J. Steele

Its: Chairman and CEO