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(Requestor's Name)

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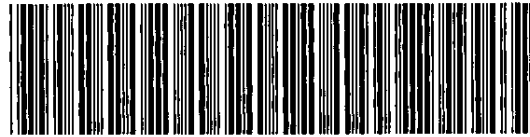
(Business Entity Name)

(Document Number)

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Merged
 date
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 SECRETARY OF STATE
 TALLAHASSEE FLORIDA
 FILED

12 JUN 27
SECRETARY
TALLAHASSEE

JUN 28 2012

T. ROBERTS

STEVEN H. KANE*
JEFFREY M. KOLTUN**

*L.L.M. in Taxation
Florida Board Certified in
Wills, Estates and Trusts

**Also admitted in Ohio
and Kentucky

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ATTORNEYS AT LAW
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
557 NORTH WYMORE ROAD
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MAITLAND, FLORIDA 32751
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IRINA G. DOLINSKIY***
ELINA G. VALENTINE

***Also admitted in New York

June 25, 2012

Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Articles of Merger Merging ProMax Recycling, Inc. with and into
Landers Auto Recycling, Inc.
Effective Date: July 1, 2012

Dear Sir or Madam:

In connection with the merger of the above corporations, I have enclosed the following:


1. An original and copy of the Articles of Merger Merging ProMax Recycling, Inc. with and into Landers Auto Recycling, Inc. The signed Agreement and Plan of Merger is attached to the Articles of Merger.

2. A check in the amount of \$70.00 payable to the Florida Department of State to cover the filing fee.

Please endorse your approval of the Articles of Merger on the additional signed copy of the Articles of Merger and return the docketed copy to me.

Please contact me if you have any questions or need additional information.

Sincerely,
KANE AND KOLTUN



Steven H. Kane

SHK:doc

Enclosures

cc: Edward H. Landers

Edwards date
7-1-12

ARTICLES OF MERGER
MERGING PROMAX RECYCLING, INC.
WITH AND INTO LANDERS AUTO RECYCLING, INC.

Pursuant to the provisions of Section 607.1105, *Florida Statutes*, the undersigned, on behalf of the corporations listed below, hereby adopt the following Articles of Merger:

1. The name and jurisdiction of the surviving corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
LANDERS AUTO RECYCLING, INC.	Florida	P02000067292

2. The name and jurisdiction of the merging corporation is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
PROMAX RECYCLING, INC.	Florida	P00000021628

3. The Agreement and Plan of Merger merging PROMAX RECYCLING, Inc. with and into LANDERS AUTO RECYCLING, Inc. is attached to these Articles of Merger as Exhibit A.

4. The merger shall become effective on July 1, 2012.

5. The Agreement and Plan of Merger was adopted and approved by the shareholders of LANDERS AUTO RECYCLING, Inc., the surviving corporation, on June 22, 2012.

6. The Agreement and Plan of Merger was adopted and approved by the shareholders of PROMAX RECYCLING, Inc., the corporation being merged out of existence, on June 22, 2012.

LANDERS AUTO RECYCLING, INC.

By: Edward H. Landers
Edward H. Landers, President

Date: JUNE 22 2012

PROMAX RECYCLING, INC.

By: Edward H. Landers
Edward H. Landers, President

Date: JUNE 22 2012

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into on June 22, 2012, by and between LANDERS AUTO RECYCLING, INC., a Florida corporation ("Landers Auto"), and PROMAX RECYCLING, INC., a Florida corporation ("ProMax").

WHEREAS, pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act, Landers Auto and ProMax will enter into a transaction in which ProMax will merge with and into Landers Auto (the "Merger"); and

WHEREAS, the Board of Directors of ProMax has determined that the Merger is consistent with and in furtherance of the long term business strategy of ProMax and is fair to, and in the best interests of, ProMax and the holders of the common stock of ProMax, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and the Merger by the shareholders of ProMax; and

WHEREAS, the Board of Directors of Landers Auto has determined that the Merger is consistent with and in furtherance of the long term business strategy of Landers Auto and is fair to, and in the best interests of, Landers Auto and the holders of the common stock of Landers Auto, and has approved and adopted this Agreement and has approved the Merger and recommended approval and adoption of the Agreement and Merger by the shareholders of Landers Auto; and

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act, ProMax shall be merged with and into Landers Auto. As a result of the Merger, the separate corporate existence of ProMax shall cease and Landers Auto shall continue as the surviving corporation following the Merger.

2. Effective Date of Merger. The effective date of the Merger shall be July 1, 2012 (the "Effective Date"). As soon as practical following the execution of the Agreement, and approval of the Agreement by the shareholders of ProMax and Landers

Auto, the parties shall cause Articles of Merger to be filed with the Department of State of the State of Florida.

3. Effect of Merger. Upon the Effective Date, the following shall occur by operation of law:

(a) ProMax shall merge into Landers Auto and the separate existence of ProMax shall cease, and Landers Auto shall be the surviving corporation.

(b) Title to any and all property, or any interest therein, owned by ProMax shall be vested in Landers Auto as the surviving corporation, without reversion or impairment. Neither the rights of creditors nor any liens upon the property of ProMax or Landers Auto shall be impaired by the Merger.

(c) Landers Auto, as the surviving corporation, shall, from the Effective Date, be responsible and liable for all of the debts, liabilities and obligations of ProMax.

(d) Any existing claim, action, or proceeding pending by or against ProMax or Landers Auto may be continued as if the Merger did not occur, or Landers Auto, as the surviving corporation, may be substituted in the proceeding for and on behalf of ProMax.

(e) The shares of stock of ProMax shall be converted into shares of stock of Landers Auto, and the former holders of the shares of stock of ProMax shall be entitled only to the rights provided in the Articles of Merger or to their rights under Section 607.1302, *Florida Statutes*.

4. Conversion of Shares. The manner and basis of converting the shares of stock of ProMax into shares of stock of Landers Auto are as follows:

(a) As of the Effective Date, each share of common stock of Landers Auto issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger.

(b) As of the Effective Date, each share of common stock, One Dollar (\$1.00) par value, of ProMax, which is issued and outstanding, shall be converted into one share of common stock, One Dollar (\$1.00) par value, of Landers Auto. The total consideration that the shareholders of ProMax will receive for the one hundred (100) shares of outstanding One Dollar (\$1.00) par value common stock of ProMax shall be one hundred (100) shares of One Dollar (\$1.00) par value common stock of Landers Auto.

5. Representation and Warranties of ProMax. ProMax represents and warrants to Landers Auto as follows:

(a) ProMax is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) ProMax has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by ProMax and the consummation by ProMax of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of ProMax are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of ProMax).

(c) The execution and delivery of this Agreement by ProMax does not, and the performance of the transactions contemplated herein by ProMax will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of ProMax; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to ProMax; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which ProMax is a party.

6. Representations and Warranties of Landers Auto. Landers Auto represents and warrants to ProMax as follows:

(a) Landers Auto is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and has the requisite authority to own, lease, and operate its properties and to carry on its business as it is now being conducted.

(b) Landers Auto has all the necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by Landers Auto and the consummation by Landers Auto of the transactions contemplated herein have been duly and validly authorized and no other corporate proceedings on the part of Landers Auto are necessary to authorize this Agreement or to consummate the transactions contemplated herein (other than, with respect to the Merger, the approval and adoption of this Agreement by the holders of a majority of the shares of stock of Landers Auto).

(c) The execution and delivery of this Agreement by Landers Auto does not, and the performance of the transactions contemplated herein by Landers Auto will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Landers Auto; (ii) conflict with or violate any law, rule, regulation, order, judgment, or decree applicable to

Landers Auto; or (iii) result in any breach of or constitute a default with respect to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, or other instrument or obligation to which Landers Auto is a party.

7. Additional Documents; Further Cooperation. As of the Effective Date and from time to time thereafter, at the request of any party and without further consideration, the other party shall execute and deliver such instruments and take such other action as may reasonably be required to carry out the intent of the parties in effecting the transactions contemplated by this Agreement and the Merger.

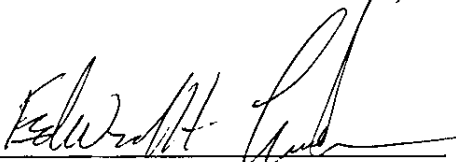
8. Successors and Assigns; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement represents the entire understanding of the parties presently in effect and includes all surviving obligations between them. In addition, the parties agree that any other agreements previously entered into between them with respect to the subject matter hereof are hereby terminated, superseded, and canceled by the execution of this Agreement.

9. Modification; Waiver. This Agreement may be modified only by an amendment in writing signed by the parties, and no provision herein may be waived other than by a written instrument signed by the parties.

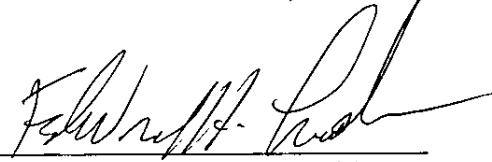
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date set forth above.

LANDERS AUTO RECYCLING, INC.

By: 
Edward H. Landers, President

PROMAX RECYCLING, INC.

By: 
Edward H. Landers, President