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(Requestor's Name)

Frank L. Aitcheson, LLC
Attorneys at Law
400 Colony Square, Suite 1750
1201 Peachtree Street, N.E.
Atlanta, GA 30361
(404)872-4855

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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Special Instructions to Filing Officer:

Frank Aitcheson GAVE

AUTHORIZATION BY PHONE TO

CORRECT Names of Officers Sign. Doc.

DATE 08-30-06

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DIVISION OF CORPORATIONS
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FRANK L. AITCHESON, LLC

ATTORNEYS AT LAW

400 Colony Square

Suite 200

1201 Peachtree Street, N.E.

ATLANTA, GEORGIA 30361

TELEPHONE (404) 872-4855

TELECOPIER (404) 872-0549

E mail faitch@mindspring.com

August 30, 2006

Ms. Darlene Connell
Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Douglas Equipment International Inc. merger into Douglas Equipment Sales Inc.

Dear Ms. Connell:

Thank you for your telephone call this morning. This is to confirm our conversation concerning the individuals signing the Articles of Merger. Mr. Lee Brewis signed as President of Douglas Equipment International Inc. and Douglas Equipment Sales Inc. Mr. Robert Towill signed as Secretary of both entities.

Enclosed please find a check in the amount of \$35.00 representing the merger filing fee for one party to the merger. We previously submitted a single check in the amount of \$35.00 with the original filing.

Thank you for your assistance. Should you have any further questions, please call.

Sincerely,

FRANK L. AITCHESON, LLC


Frank L. Aitcheson

FLAiso
Enclosure
06

FRANK L. AITCHESON, LLC

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400 Colony Square

Suite 200

1201 Peachtree Street, N.E.

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August 23, 2006

Amendment Section

Division of Corporations

PO Box 6327

Tallahassee, FL 32314

Re: Douglas Equipment Sales Inc.

Dear Madam/Sir:

The enclosed Articles of Merger and fee are submitted for filing. Please return all correspondence concerning this matter to:

Frank L. Aitcheson

Frank L. Aitcheson, LLC

400 Colony Square, STE 200

1201 Peachtree Street, NE

Atlanta, GA 30361

For further information concerning this matter, please call: Frank Aitcheson at (404)872-4855

Sincerely,

FRANK L. AITCHESON, LLC



Frank L. Aitcheson

FLA:so

Enclosures

**ARTICLES OF MERGER OF
DOUGLAS EQUIPMENT INTERNATIONAL INC.
a Florida corporation
AND
DOUGLAS EQUIPMENT SALES INC.
a Georgia corporation**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 SEP - 6 PM 3:17

I

The Agreement and Plan of Merger attached hereto as Exhibit A and incorporated by reference herein was duly approved by the Board of Directors of DOUGLAS EQUIPMENT INTERNATIONAL INC. ("DEI"), a Florida corporation, and the Board of Directors of DOUGLAS EQUIPMENT SALES INC. ("DES"), a Georgia corporation.

II

The name of the surviving corporation is DOUGLAS EQUIPMENT SALES INC., a Georgia corporation.

III

The Agreement and Plan of Merger was duly approved by the shareholders of DEI and DES and is on file at the principal place of business of DES which is located at 8305 Cherokee Blvd., Suite B, Douglasville, GA 30134.

IV

Upon the effectiveness of the merger DES will change its corporate name by changing Article I of the Articles of Incorporation of DES to read as follows:

ARTICLE I

The name of the Corporation is:


DOUGLAS EQUIPMENT INTERNATIONAL INC.

V

DES certifies that a Notice of Merger and a publishing fee have been mailed or delivered to an authorized newspaper, as required by law.

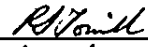
Pursuant to the Agreement and Plan of Merger, the merger of DEI and DES shall be effective as of 31 July 2006. or upon filing with the Secretary of State ~~88~~

DOUGLAS EQUIPMENT INTERNATIONAL, INC.

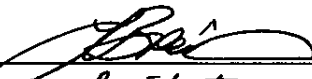
By: 
Its: President
LEE BREWIS

[CORPORATE SEAL]

ATTEST: _____


By: 
Its: Secretary
ROBERT TOWILL

DOUGLAS EQUIPMENT SALES INC.

By: 
Its: President
LEE BREWIS

[CORPORATE SEAL]

ATTEST: _____

By: 
Its: Secretary
ROBERT TOWILL

**AGREEMENT AND PLAN OF MERGER OF
DOUGLAS EQUIPMENT INTERNATIONAL, INC.
WITH AND INTO
DOUGLAS EQUIPMENT SALES, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 31 day of July, 2006 by and between DOUGLAS EQUIPMENT INTERNATIONAL INC., a Florida corporation ("DEI"), and DOUGLAS EQUIPMENT SALES, INC., a Georgia corporation ("DES") (DEI and DES being hereinafter sometimes collectively referred to as the "Constituent Corporations").

DEI is a corporation organized under the laws of the State of Florida with its principal office therein located at 100 N. Tampa, Street, Suite 3500, Tampa, FL 33602, County of Hillsborough;

DEI has authorized capital stock consisting of) 1000 shares of common stock, \$.10 par value, ("DEI Common Stock"), of which 1000 shares are issued and outstanding and 0 shares held in the treasury;

DES is a corporation organized under the laws of the State of Georgia with its principal office therein located at 8305 Cherokee Blvd., Suite B, Douglasville, GA 30134;

DES has authorized capital stock consisting of 1,000,000 shares of common stock, \$.10 par value ("DES Common Stock"), of which 1,000 shares are issued and outstanding;

The laws of the States of Georgia and Florida permit a merger of the Constituent Corporations;

The Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that DEI be merged with and into DES on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of DES and DEI and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

The Boards of Directors of each of the Constituent Corporations, by resolutions duly adopted, have approved the terms and conditions of this Agreement and directed that the proposed merger be submitted to the shareholders of DEI or DES with recommendation from the Boards of Directors;

For and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code (the "Code") and the Florida Business Corporation Act (the "Act"), that DEI shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into DES (DES subsequent to such merger being hereinafter sometimes referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "DEI" and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting shares, and

the changes in the Articles of Incorporation of the Surviving Corporation are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, DEI shall be merged with and into DES, and DES shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Code and Section 607-1106 of the Act.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of DEI shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of DEI, the last acting officers of DEI, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Each share of DEI Common Stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into one share of DES Common Stock, subject to the provisions of Section 2.2 below, the shares of Common Stock of the Surviving Corporation required for such purpose being drawn from authorized but unissued shares of the Surviving Corporation.

(b) Each share of DEI Common Stock held in the treasury of DEI immediately prior to the Effective Date of the merger shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

(c) Each share of DES Common Stock owned of record by its shareholders immediately prior to the Effective Date shall continue to represent one issued share of Common Stock of the Surviving

Corporation.

2.2. After the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of DEI Common Stock will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of DES Common Stock of the Surviving Corporation into which the aggregate number of shares of DES Common Stock represented by such certificate or certificates surrendered shall have been converted pursuant to Section 2.1 of this Agreement.

2.3. Notwithstanding any provision of this Agreement to the contrary, shares of DEI which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with DEI a written objection to the merger (the "Dissenting Shares") shall not be converted into or represent a right to receive DES shares of DES Common Stock pursuant to Section 2.1 hereof, but the holder thereof shall be entitled only to such rights as are granted by Article 1300 of the Act. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to the foregoing Article of the Act shall receive payment therefore from DEI in accordance with the Code. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under the foregoing Article of the Act, each such share shall be converted into and represent the right to receive 1 share of DES Common Stock pursuant to Section 2.1 hereof, upon surrender of the certificate representing such share to DEI.

Section 3

Directors and Officers

The persons who are directors and officers of DEI immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Articles of Incorporation of DES, as amended, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the bylaws of DES, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5

Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of DEI and DES as provided by the Code. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement, and DES Certificate of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the States of Georgia and Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Certificate of Merger incorporating this Agreement is filed by the Secretary of State of Georgia and Florida (said date is herein referred to as the "Effective Date").

Section 6

Termination

At any time prior to the filing of the Articles or Certificate of Merger by the Secretary of State of Georgia and Florida, the Board of Directors of DEI or DES may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations.

Section 7

Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.


DOUGLAS EQUIPMENT INTERNATIONAL INC.

By: 
Its: President

LEE BREWIS

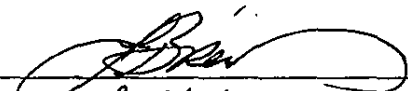
CORPORATE SEAL

ATTEST:

By: 
Its: Secretary

ROBERT TOWILL


DOUGLAS EQUIPMENT SALES INC.

By: 
Its: President

LEE BREWIS

CORPORATE SEAL

ATTEST:

By: 
Its: Secretary

ROBERT TOWILL