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January 30, 2017

JAMES GAGEL GAGEL LAW FIRM 255 ARAGON AVE - 2ND FLOOR CORAL GABLES, FL 33134

SUBJECT: CASTRANSPORTATION INC

Ref. Number: P15000091559

We have received your document for CASTRANSPORTATION INC and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As to this date there has been no response to the message left for you regarding the filing of the annual report for both entities listed in the enclosed merger document.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Letter Number: 317A00001801

Irene Albritton Regulatory Specialist II

www.sunbiz.org

# ARTICLES OF MERGER FOR FLORIDA PROFIT CORPORATION

The following Articles of Merger are submitted to merge the following Florida entities in accordance with s. 607.1109, Florida Statutes.

FIRST: The exact name, entity type, and jurisdiction for the merging party is as follows:

S.K.L. EXPRESS, LLC, a Florida limited liability company, Document No. L06000020734

**SECOND:** The exact name, entity type, and jurisdiction for the surviving party is as follows: **CASTRANSPORTATION, INC**, a Florida corporation, Document No. P15000091559

**THIRD:** The attached plan of merger was approved by the Domestic Corporation and Limited Liability Company named above, in accordance with the applicable provisions of Chapters 607 and 608 of the Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each business entity that is a party to the merger in accordance with the laws of the State of Florida.

**FIFTH:** The effective date of the merger is the date that this document is filed by the Florida Department of State.

**SIXTH:** The signatures for Each Party are affixed below:

S.K.L. EXPRESS, LLC

Julio Maza/

Managing/Member

CASTRANSPORTATION INC

Julio Maza

President

SECRETARY OF SEAR

#### PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is hereby adopted this 10<sup>h</sup> day of December 2016, by S.K.L. EXPRESS, LLC, a Florida Limited Liability Company ("Disappearing Entity"), and CASTRANSPORTATION, INC, a Florida corporation ("the Acquiring Corporation"), said entities being sometimes hereinafter collectively referred to as the "Constituent Parties."

#### Recitals

WHEREAS, the Constituent Parties deem it advisable that the Disappearing Entity be merged into the Acquiring Corporation under the laws of the State of Florida in the manner provided therefor pursuant to the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the Constituent Parties have agreed, and do hereby plan to merge upon the terms and conditions below stated.

#### 1. Merger

Disappearing Entity will merge with and into the Acquiring Corporation in accordance with the laws of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into the Acquiring Corporation. The existence of the Acquiring Corporation shall remain unimpaired as the surviving corporation following the merger, and the surviving corporation is referred to herein as "Surviving Corporation."

## 2. Name of Surviving Corporation

The name of the Surviving Corporation shall be CASTRANSPORTATION, INC.

## 3. Principal Office of Surviving Corporation

The principal office of Surviving Corporation shall be the current principal office of the Acquiring Corporation, located at 2630 NW 112<sup>TH</sup> AVE, Miami, FL 33192

# 4. Purpose of Surviving Corporation

The purpose of the Surviving Corporation is to engage in any lawful act or activity for which corporations may be formed under the Florida Business Corporation Act including, without limitation, the activities engaged in by the Disappearing Entity prior to and as of the Effective Date (as defined herein).

#### 5. Resident Agent of Surviving Corporation

James Gagel, Esq., 255 Aragon Avenue 2<sup>nd</sup> Floor, Coral Gables, FL 33134 shall be, and is hereby, appointed as the person to whom process, tax notices, and demands against Surviving Corporation, or either of the Constituent Parties, may be served.

#### 6. Equity Interests

The Constituent Parties represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

a. The present number of shares of stock that the Acquiring Corporation is authorized to have outstanding is 1,000, all of which are identical interests and each of which represents the ownership of that percentage of the total interests outstanding at any time as is the equivalent of the fraction in which one (1) is the numerator and the total number of outstanding interests is the denominator. There are currently 1,000 shares of stock in the Acquiring Corporation outstanding.

# 7. Conversion of Interests in Disappearing Entity

The mode of effecting the merger of Disappearing Entity into the Acquiring Corporation, and the manner and basis for converting the outstanding shares of Disappearing Entity into shares of stock in the Surviving Corporation, shall be as follows:

Each member of the Disappearing Entity shall surrender his or her certificate to the Surviving Corporation during the period beginning on the Effective Date (as defined below) and ending on the date which is ten (10) days thereafter. Upon surrender to the Surviving Corporation of the respective certificates for outstanding shares of Disappearing Entity, there shall be issued to the respective holders thereof, in substitution therefor, no certificates for fully paid and no assessable shares of stock of the Surviving Corporation.

#### 8. Effective Date

The merger shall become effective December 10th or on the day on which the following have been completed, whichever last occurs (the "Effective Date"):

- a. This Agreement has been approved by the directors, shareholders, and members owners of each of the Constituent Parties in accordance with the laws of Florida, and the action has been certified by the Secretary or Assistant Secretary of each of the Constituent Parties;
- b. Articles of Merger, in substantially the form attached hereto as Exhibit A ("Articles of Merger"), have been signed and filed according to law and a Certificate of Merger has been issued by the Secretary of State;
- c. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and
- d. No event giving either party the right to terminate this Agreement has occurred.

#### 9. Articles of Incorporation and Bylaws

On the Effective Date, the Articles of Incorporation and the Bylaws of the Acquiring Corporation shall continue in effect as set forth in the corporate book, and shall govern the affairs of the survivining corporation as provided by law.

# 10. Merger of Interests and Assumption of Liabilities

At the Effective Date, the Constituent Parties shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal,

or mixed, of Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Corporation without further act or deed; but Surviving Corporation shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Parties, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving Corporation. When requested by Surviving Corporation, Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Corporation to be necessary in order to vest Surviving Corporation with title to and possession of all rights and property of Disappearing Entity.

#### 11. Representations and Warranties

The Constituent Parties represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

- a. Disappearing Entity and the Acquiring Corporation are organized and in good standing under the laws of the State of Florida.
- b. The signing of this Agreement by Disappearing Entity and the Acquiring Corporation and the consummation of the transactions contemplated by this Agreement have been approved by their members, officers, managers, boards of directors, and shareholders. No further action is necessary under the Florida Business Corporation Act or the Florida Limited Liability Company Law or to make this Agreement valid and binding upon the parties. The signing of this Agreement and the consummation of the transactions contemplated by this Agreement do not violate any provisions of the charter documents, notes, or other agreements or documents to which the undersigned are parties.

#### 12. Right to Abandon Merger

The managers and owners of each of the Constituent Parties shall each have the power, in their discretion, to abandon the merger provided for herein prior to the filing of the Articles of Merger with the Office of the Secretary of State of Florida.

#### 13. Federal Securities Act Exemption

The shares of stock of the Acquiring Corporation to be issued pursuant to this Agreement shall not be registered under the Securities Act of 1933, in reliance on Section 4(2) of the Securities Act of 1933 or such other exemption as the Acquiring Corporation and its counsel shall elect. The parties agree that the shares of stock of the Acquiring Corporation issued pursuant to this Agreement, whether represented by certificates or merely reflected in the Bylaws of the Acquiring Corporation, shall bear a restrictive legend stating substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL

SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REOUIRED UNDER SAID ACT.

**IN WITNESS WHEREOF**, the Constituent Parties have caused their respective names to be signed hereto by the president and secretary, thereunto duly authorized by their respective managers.

S.K.L. EXPRESS, LLC

By: Julio M

Managing Member

CASTRANSPORTATION, INC

Julio Maza

President