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To: Diane C. Cushing (Senior Section Administrator) *this was prepared and reviewed by
Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : VCORP SERVICES, LLC
Account Number : 126080000067
Phone : (845) 425-0077
Fax Number : (845) 818-3588

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Email Address: _____

effective date 06/03/2019

**MERGER OR SHARE EXCHANGE
FORKLIFT EXCHANGE, INC.**

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FORKLIFT EXCHANGE, INC.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Maureen A. Maffei

Contact Person

ICE MILLER LLP

Firm/Company

2300 Cabot Drive, Suite 455

Address

Lisle, Illinois 60532

City, State and Zip Code

Kristi.Swofford@icemiller.com

E-mail address: (to be used for future annual report notification)


For further information concerning this matter, please call:

Maureen A. Maffei

Name of Contact Person

at (630) 955-4279

Area Code and Daytime Telephone Number

 Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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19 JUN -3 PM 2:52

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DIVISION OF CORPORATIONS
19 JUN -3 PM 2:52

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Specialized Lifttruck Services	Florida	Limited Liability Company
		LIB-117472

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Forklift Exchange, Inc.	Florida	Corporation
		ALB-51428

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State: June 3, 2019

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

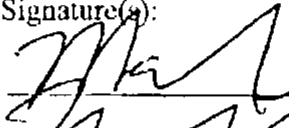
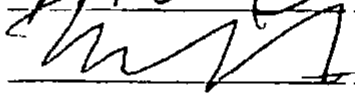
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Specialized Lifttruck Services, LLC		Martin J. Flaska, Manager
Forklift Exchange, Inc.		Martin J. Flaska, President

Corporations:

General Partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

Signature of a general partner or authorized person

Signatures of all general partners

Signature of a general partner

Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Specialized Lifttruck Services, LLC	Florida	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Forklift Exchange, Inc.	Florida	Corporation

THIRD: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Article Four of the attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

**AGREEMENT AND PLAN OF MERGER
BETWEEN
SPECIALIZED LIFTRUCK SERVICES, LLC
(A FLORIDA LIMITED LIABILITY COMPANY)**

AND

**FORKLIFT EXCHANGE, INC.
(A FLORIDA CORPORATION)**

This Agreement and Plan of Merger between Specialized Liftruck Services, LLC, a Florida limited liability company ("SLS") and Forklift Exchange, Inc., a Florida corporation ("FEI" or "Surviving Corporation") is dated as of this 1st day of June, 2019 ("Effective Date").

WITNESSETH

WHEREAS, SLS is a limited liability company organized and existing under the laws of the State of Florida, its Articles of Organization for Florida Limited Liability Company having been filed in the Office of the Florida Secretary of State on June 21, 2016; and

WHEREAS, FEI is a corporation organized and existing under the laws of the State of Florida, its Articles of Incorporation having been filed in the Office of the Florida Secretary of State on June 13, 2016; and

WHEREAS, the Members of SLS deem it advisable that SLS be merged into FEI on the terms and conditions hereinafter set forth, in accordance with the terms of Section 605.1022-605.1026 of the Florida Revised Limited Liability Company Act, and have duly approved this Agreement,

WHEREAS, the Board of Directors of FEI deems it advisable the SLS be merged into FEI on the terms and conditions hereinafter set forth in accordance with Section 607.1107 of the Florida Business Corporation Act.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

ARTICLE ONE

Pursuant to the provisions of the laws of the State of Florida, SLS hereby merges itself into FEI which shall be the Surviving Corporation.

ARTICLE TWO

The Articles of Incorporation of FEI as are in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

ARTICLE THREE

The authorized membership interests of SLS, a party to the merger, are as follows:

- (a) There is one class of membership interest of SLS now issued and outstanding.
- (b) One hundred percent (100%) of the issued and outstanding membership interest in SLS is owned by the same individual ("Interest Holder").
- (c) The number of classes of membership interests and the percentages owned by the Interest Holder are not subject to change prior to the effective date of the merger.

The authorized capital stock of FEI, a party to the merger, is as follows:

- (d) FEI is authorized to issue 1,000 shares of common stock, no par value, of which 1,000 shares are issued and outstanding and entitled to vote.
- (e) The Interest Holder currently owns 750 shares of FEI common stock. The remaining 250 shares of FEI common stock are owned by one other individual (Share Holder).
- (f) The number of such shares is not subject to change prior to the effective date of the merger.

ARTICLE FOUR

The manner of converting the outstanding membership interests of SLS, the merging limited liability company, into shares of FEI, the surviving corporation, shall be as follows:

- (a) FEI shall be authorized to issue an additional 9,000 shares of common stock, no par value on the Effective Date, for a total of 10,000 authorized shares of common stock, no par value.
- (b) On the Effective Date, the Interest Holder shall contribute one hundred percent (100%) of the value of his interest in SLS, the merging limited liability company, to FEI, the surviving corporation.
- (c) In exchange for the Interest Holder's contribution, the Interest Holder shall receive sufficient additional shares of FEI common stock, such that Interest Holder's ownership interest in FEI shall be 87.91%. For purposes of clarity and not limitation, the Interest Holder shall receive an additional 1067.8246 shares of FEI common stock as a result of the merger resulting in the Interest Holder owning 1,817.8246 total shares of FEI common stock.
- (d) On the Effective Date, the Share Holder shall continue to own 250 shares of FEI common stock.

ARTICLE FIVE

The terms and conditions of the merger are as follows:

(a) The by-laws of FEI as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

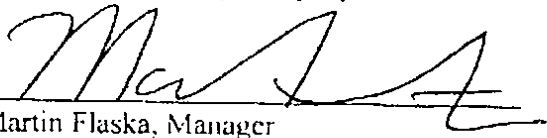
(b) The directors and officers of FEI shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on June 3, 2019, upon filing with the Secretary of State of Florida.

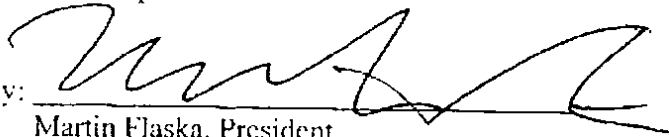
(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged limited liability company shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged limited liability company shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged limited liability company respectively. The merged limited liability company hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged limited liability company acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper members of the merged limited liability company and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions unanimously adopted by their respective Member and Director have caused these presents to be executed by the Manager of Specialized Litruck Services, LLC, a Florida limited liability company and the Director of Forklift Exchange, Inc., a Florida corporation as the respective act, deed and agreement of said limited liability company and corporation as of the date first written above.

SPECIALIZED LITRUCK SERVICES, LLC
a Florida limited liability company

By: 
Martin Flaska, Manager

FORKLIFT EXCHANGE, INC.
a Florida corporation

By: 
Martin Flaska, President