

P94000038481

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

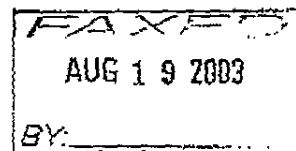
Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H03000254964 7)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0380

From: Account Name : FLORIDA FILING & SEARCH SERVICES
Account Number : I20000000189
Phone : (850) 668-4318
Fax Number : (850) 668-3398



RECEIVED
03 AUG 19 AM 11:55
DIVISION OF CORPORATIONS

Attn: Susan- Re-submitted

MERGER OR SHARE EXCHANGE

IFCO SYSTEMS FLORIDA, INC.

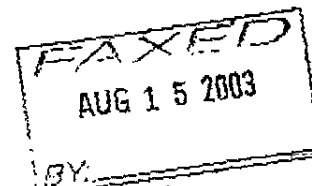
Please Return Original file date

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$70.00

FILED
03 AUG 18 PM 4:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merge
8/19/03

orig Rec.
8/18/03



H03000254964

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act (the "Act"), pursuant to Section 607.1105.

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

<u>Name</u>	<u>Jurisdiction</u>
Pallet Subs, Inc.	Delaware

SECOND: The name and jurisdiction of the merging corporations are as follows:

<u>Name</u>	<u>Jurisdiction</u>
IFCO Systems Florida, Inc.	FL

FILED
03 AUG 18 PM 4:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIRD: Attached hereto as Exhibit A is the Plan of Merger.

FOURTH: The merger shall become effective on the date the articles of merger are filed with the Florida Department of State.

FIFTH: Adoption of the merger by the surviving corporation was approved by the shareholders of the surviving corporation on July 1, 2003.

SIXTH: Adoption of the merger by the merging corporations was adopted by the shareholders of each merging corporation on July 1, 2003.

[Rest of page intentionally left blank]


H03000254964

H03000254964

IN WITNESS WHEREOF, the undersigned corporations have caused this instrument to be executed by and on their behalf and in their corporate names on July 31, 2003.

IFCO SYSTEMS FLORIDA, INC.,

PALLET SUBS, INC.


Chris Tiesman, President and Secretary

H03000254964

EXHIBIT A

[Attach Plan of Merger]

H03000254964

H03000254964

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of July 29, 2003, by and between Black River Forest Products, Inc., a Wisconsin corporation, IFCO Systems Florida, Inc., a Florida corporation, IFCO Systems Butner, Inc., a Delaware corporation, IFCO Systems Indiana, Inc., an Indiana corporation, IFCO Systems Maine, Inc., a Maine corporation, IFCO Systems North Carolina, Inc., a North Carolina corporation, IFCO Systems Waterloo, WI, Inc., a Wisconsin corporation, IFCO Systems Iowa, Inc., a Delaware corporation, IFCO Systems Wisconsin, Inc., a Wisconsin corporation, NLD, Inc., a Delaware corporation, NLP Transport, Inc., a Delaware corporation and IFCO Pooling Services, Inc. (together, the "Merging Companies"), and Pallet Subs, Inc., a Delaware corporation (the "Surviving Company") (the Merging Companies and the Surviving Company are sometimes collectively referred to herein as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the Constituent Corporations desire to effect a merger (the "Merger"), whereby the Merging Companies will be merged with and into the Surviving Company and the outstanding shares of stock of each of the Merging Companies will be extinguished;

WHEREAS, the Board of Directors of the Merging Companies have approved this Merger Agreement and the Board of Directors of the Merging Companies have directed that it be submitted to their stockholders for approval and adoption, and such stockholders have approved and adopted this Merger Agreement, as required by applicable law;

WHEREAS, the Board of Directors of the Surviving Company has approved this Merger Agreement and the Board of Directors of the Surviving Company has directed that it be submitted to its stockholder for approval and adoption, and such stockholder has approved and adopted this Merger Agreement, as required by applicable law;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as the parties hereto deem necessary or desirable, the parties hereto agree as follows:

1.1 At the Effective Time (as defined below), the Merging Companies shall be merged with and into the Surviving Company, and the Surviving Company, as the Surviving Company, shall continue to exist under and be governed by the laws of the State of Delaware. The registered office of the Surviving Company in the State of Delaware will continue to be located at 615 South DuPont Highway, City of Dover, County of Kent, 19901, and its registered agent at such address will continue to be Capitol Services.

1.2 Except as may otherwise be set forth in this Merger Agreement, the corporate existence and identity of the Surviving Company, as the Surviving Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of each of the Merging Companies, with all their purposes, powers, franchises, privileges, rights and immunities, at the

H03000254964

H03000254964

Effective Time, shall be merged with and into the Surviving Company, as the Surviving Company, and the Surviving Company shall be vested fully therewith, and the separate corporate existence and identity of each of the Merging Companies shall thereafter cease, except to the extent continued by applicable law.

ARTICLE TWO

Upon the filing in the State of Delaware, the Merger shall become effective as of the date of the issuance by the Secretary of State of Delaware of a Certificate of Merger in accordance with the Delaware General Corporation Law. The time when the Merger shall become effective, as defined by this Article Two, is herein called the "Effective Time."

ARTICLE THREE

3.1 The Certificate of Incorporation of the Surviving Company in effect at the Effective Time shall constitute the Certificate of Incorporation of the Surviving Company until further amended, altered or repealed in the manner provided by law.

3.2 The By-Laws of the Surviving Company in effect at the Effective Time shall be the By-Laws of the Surviving Company until amended, altered or repealed in the manner provided by law.

3.3 The officers and directors of the Surviving Company duly acting immediately prior to the Effective Time shall be the officers and directors of the Surviving Company after the Effective Time, and shall serve in such capacities in accordance with the By-Laws of the Surviving Company until the next annual meeting of stockholders of the Surviving Company or until their respective successors are elected and qualified.

3.4 All corporate acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Corporations, their respective, stockholders, Boards of Directors, committees elected or appointed by their Boards of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes on and after the Effective Time as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to the Constituent Corporations immediately prior to the Effective Time.

ARTICLE FOUR

4.1 The obligations of the Surviving Company and the Merging Companies outstanding immediately before the Effective Time shall continue after the Effective Time as obligations of the Surviving Company.

4.2 At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Corporations or their respective stockholders, each share of each of the Merging Companies' common stock issued and outstanding as of the Effective Time shall be extinguished. At the Effective Time, all shares of the Merging Companies outstanding

H03000254964

H03000254964

immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist.

ARTICLE FIVE

5.1 At the Effective Time, all rights, title and interests to all property owned by each of the Constituent Corporations shall be allocated to and vested in the Surviving Company without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

5.2 The Surviving Company shall, at the Effective Time and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Corporations, and a proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur, or the Surviving Company may be substituted in the proceeding in place of any Constituent Corporation.

5.3 The Surviving Company shall, at the Effective Time and thereafter, be responsible for the payment of all fees and franchise taxes of the Merging Companies, and the Surviving Company will be obligated to pay such fees and franchise taxes if the same are not timely paid.

ARTICLE SIX

6.1 This Merger Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one instrument.

6.2 Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of the Merging Companies and the Surviving Company at any time before the Effective Time.

6.3 This Merger Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the parties hereto.

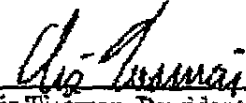
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

H03000254964

H03000254964

IN WITNESS WHEREOF, each of the parties hereto has caused this Merger Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.

BLACK RIVER FOREST PRODUCTS, INC.
IFCO SYSTEMS FLORIDA, INC.
IFCO SYSTEMS BUTNER, INC.
IFCO SYSTEMS INDIANA, INC.
IFCO SYSTEMS MAINE, INC.
IFCO SYSTEMS NORTH CAROLINA, INC.
IFCO SYSTEMS WATERLOO, WI, INC.
IFCO SYSTEMS IOWA, INC.
IFCO SYSTEMS WISCONSIN, INC.
NLD, INC.
NLP TRANSPORT, INC.
IFCO POOLING SERVICES, INC.
PALLET SUBS, INC.


Chris Tiesman, President

H03000254964