

S51592
COHEN, POLLOCK, MERLIN, AXELROD & TANENBAUM
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2100 RIVEREDGE PARKWAY

SUITE 300

ATLANTA, GEORGIA 30328-4656

TELEPHONE:
770 858-1288

TELECOPIER:
770 858-1277

February 25, 1998

VIA FEDERAL EXPRESS
AIR BILL NO. 803195297447

Ms. Karen Gibson
Amendment Section
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: Name Change of Ryder Automotive Carrier Services, Inc.
Florida document No. S51592
Our Files #15722-7, 15908

Merger
Our File #15722-7

FILED
98 FEB 26 PM 1:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORRECTION
708002942597--8
02/27/98 01:06--020
*****10.00 *****70.00

Dear Ms. Gibson:

Pursuant to our telephone conversation, enclosed please find the following documents for immediate filing. **Please note that the documents must be filed in the order set forth below, to wit:**

I. Name change of Ryder Automotive Carrier Services, Inc. to Allied ACS, Inc.

- (1) Duplicate originals of the Articles of Amendment of Ryder Automotive Carrier Services, Inc.; and
- (2) Our firm's check in the amount of \$35.00, made payable to the Florida Department of State, in payment of the filing fee.

II. Merger of Ryder Automotive Operations, Inc., a Florida corporation with and into Allied ACS, Inc. (f/k/a Ryder Automotive Carrier Services, Inc.)

- (1) Duplicate originals of the Articles of Merger of Ryder Automotive Operations, Inc. with and into Allied ACS, Inc. (f/k/a Ryder Automotive Carrier Services, Inc.); and
- (2) Our firm's check in the amount of \$70.00, made payable to the Florida Department of State, in payment of the applicable filing fees.

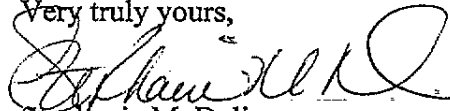
Handwritten signatures and initials:
Mergers
OK 3/26
[Signature]

Ms. Karen Gibson
February 25, 1998
Page 2

We respectfully request that you issue letters of acknowledgment and file stamp copies of each of the name change and merger and forward same to me in the enclosed Federal Express envelope.

If any further information is required, please call me at 770-858-1288.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Stephanie M. Dolin', written in dark ink.

Stephanie M. Dolin
Legal Assistant

Enclosures

(#73730)

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

RYDER AUTOMOTIVE OPERATIONS, INC., a Florida corporation, document
number S51596

INTO

ALLIED ACS, INC., a Florida corporation, S51592.

File date: February 26, 1998

Corporate Specialist: Karen Gibson

**ARTICLES OF MERGER
OF
RYDER AUTOMOTIVE OPERATIONS, INC.
AND
ALLIED ACS, INC.**

FILED
98 FEB 26 PM 1:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I.

The Agreement and Plan of Merger attached hereto as Exhibit A and made a part hereof, was adopted by the unanimous written consent, dated as of the date hereof, of all of the Directors of each of RYDER AUTOMOTIVE OPERATIONS, INC., a Florida corporation, and ALLIED ACS, INC., a Florida corporation.

II.

The surviving corporation is ALLIED ACS, INC., a Florida corporation (the "Surviving Corporation").

III.

Pursuant to Section 607.1104 of the Florida Business Corporation Code, shareholder approval of the merger of RYDER AUTOMOTIVE OPERATIONS, INC. and ALLIED ACS, INC. is not required.

IV.

The merger contemplated by these Articles of Merger shall be effective upon filing with the Department of State.

IN WITNESS WHEREOF, each of RYDER AUTOMOTIVE OPERATIONS, INC. and ALLIED ACS, INC. has caused these Articles of Merger to be executed and delivered by its duly authorized officers, all as of the 25th day of February, 1998.

ATTEST:

By: [Signature]
Its Asst. Secretary

[CORPORATE SEAL]

RYDER AUTOMOTIVE OPERATIONS, INC.

By: [Signature]
Its Vice President

ATTEST:

By: [Signature]
Its Asst. Secretary

[CORPORATE SEAL]

ALLIED ACS, INC.

By: [Signature]
Its President

EXHIBIT

A

**AGREEMENT AND PLAN OF MERGER
OF
RYDER AUTOMOTIVE OPERATIONS, INC.
WITH AND INTO
ALLIED ACS, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into effective as of the 25th day of February, 1998 (the "Effective Date"), by and between **RYDER AUTOMOTIVE OPERATIONS, INC.**, a Florida corporation ("RAOI"), and **ALLIED ACS, INC.**, a Florida corporation ("AACS"). Hereinafter, RAOI and AACS are sometimes collectively referred to as the "Constituent Companies".

WHEREAS, (i) AACS owns one hundred percent (100%) of the issued and outstanding stock of RAOI; and (ii) the Board of Directors of each of the Constituent Companies has determined that it is advisable and for the benefit of each of the Constituent Companies and the respective shareholders of each that RAOI be merged with and into AACS on the terms and conditions hereinafter set forth, and by unanimous written consent have approved the terms and conditions of this Agreement,

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, the parties hereto agree, subject to the conditions hereinafter set forth, that RAOI shall be and hereby is, as of the Effective Date, merged with and into AACS (AACS subsequent to such merger being hereinafter sometimes referred to as the "Surviving Company"), with the existence of the Surviving Company to be continued under the name "**ALLIED ACS, INC.**", on the following terms and conditions:

**ARTICLE I
MERGER**

1.1 On the Effective Date, RAOI shall be merged with and into AACS; AACS shall continue in existence; and, the merger shall in all respects have the effect provided for in Section 607.1101 et seq., of the Florida Business Corporation Code.

1.2 The Constituent Companies shall, at all times, take all such action as shall be necessary or appropriate to effectuate the merger and if, at any time, the Surviving Company shall deem any further assignments, assurances or any other actions to be necessary, appropriate or desirable to vest in said company, according to the terms hereof, the title to any property or rights of RAOI, the last acting officers of RAOI or the corresponding officers of the Surviving Company 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 Company and otherwise to carry out the purposes of this Agreement.

**ARTICLE II
TERMS OF TRANSACTION**

The terms and conditions of the merger are as follows:

(a) Upon the Effective Date, all outstanding stock of RAOI owned of record immediately prior to the Effective Date shall be canceled and retired, and no cash or securities or other property shall be issued in respect thereof.

(b) All stock of AACS outstanding immediately prior to the Effective Date shall, on and after the Effective Date, continue unchanged.

ARTICLE III
EFFECTIVENESS OF MERGER

This Agreement shall be executed, and then this Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the state of Florida as soon as practicable. The proper officers and agents of the Constituent Companies 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 the merger provided for herein.

ARTICLE IV
MISCELLANEOUS

4.1 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.

4.2 Except as otherwise provided in this Agreement, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or entity other than RAOI and AACS and their respective officers any rights or remedies under or by reason of this Agreement.

4.3 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 Florida.

IN WITNESS WHEREOF, the Constituent Companies have each caused this Agreement to be executed by their respective duly authorized officers, all as of the date first above written.

ATTEST:

By: [Signature]
Its Asst. Secretary

[CORPORATE SEAL]

ATTEST:

By: [Signature]
Its Asst. Secretary

[CORPORATE SEAL]

RYDER AUTOMOTIVE OPERATIONS, INC.

By: [Signature]
Its Vice President

ALLIED ACS, INC.

By: [Signature]
Its President