

K54671



ACCOUNT NO. : 072100000032
REFERENCE : 292246 4336650
AUTHORIZATION : Patricia Pignato
COST LIMIT : \$ 43.75 / 48.75

ORDER DATE : June 29, 1999
ORDER TIME : 9:34 AM
ORDER NO. : 292246-005
CUSTOMER NO: 4336650

merger

500002919515--8

CUSTOMER: Ms. Michelle E. Smith
Baker & Mckenzie
19th Floor
1200 Brickell Avenue
Miami, FL 33131

FILED
99 JUN 30 PM 4: 50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

AIR RENTAL & SUPPLY, INC.
ALLIANCE EQUIPMENT CORPORATION
EAST ILIFF RENTAL, INC.

INTO

NEFF RENTAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Lynette Coleman
EXAMINER'S INITIALS:

RECEIVED
99 JUN 30 AM 10 44
DEPARTMENT OF REVENUE
DIVISION OF CORPORATE REGISTRATION
TALLAHASSEE, FLORIDA

*00250, 00561, 00672

ARTICLES OF MERGER
Merger Sheet

MERGING:

AIR RENTAL & SUPPLY, INC., a Texas corporation not authorized to transact
business in Florida

ALLIANCE EQUIPMENT CORPORATION, a Virginia corporation not authorized
to transact business in Florida

EAST ILIFF RENTAL, INC., a Colorado corporation not authorized to transact
business in Florida

INTO

NEFF RENTAL, INC., a Florida corporation, K54671

File date: June 30, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 148.75



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 30, 1999

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: NEFF RENTAL, INC.
Ref. Number: K54671

RESUBMIT

Please give original
submission date as file date.

We have received your document for NEFF RENTAL, INC. and the authorization to debit your account in the amount of \$43.75. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 799A00034525

RECEIVED

99 JUL -1 PM 3:05

DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
AIR RENTAL & SUPPLY, INC., ALLIANCE EQUIPMENT CORPORATION, and
EAST ILIFF RENTAL, INC.
INTO
NEFF RENTAL, INC.**

99 JUN 30 PM 4:50
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Sections 607.1101 and 607.1105 of the Florida Business Corporation Act ("FBCA").

FIRST: The exact name, street address of its principal office and jurisdiction of each wholly-owned subsidiary or merging corporation is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>
1. Air Rental & Supply, Inc. , 1622 W. 2 nd Street Odessa, Texas 79763	Texas
2. Alliance Equipment Corporation 2131 South Jasmine Street Denver, Colorado 80222	Virginia
3. East Iliff Rental, Inc. 7058 Richfield Street Foxfield, Colorado 80016	Colorado

SECOND: The exact name, street address of its principal office and jurisdiction of the parent or surviving corporation owning 100% of the outstanding shares of each class of the subsidiary corporations is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>
Neff Rental, Inc. 3750 N.W. 87 th Avenue, Suite 400 Miami, Florida 33178	Florida

Florida Document/Registration Number: K54671

THIRD: The attached Agreement and Plan of Merger meets the requirements of section 607.1101 of the FBCA, and was adopted by the Board of Directors of Neff Rental, Inc. on June 28, 1999, and no shareholder approval was required by each foreign corporation that is a party to the merger in accordance with Chapter 607 of the FBCA.

FOURTH: The Merger Agreement provides that the Surviving Corporation will be responsible for the payment of all fees and franchise taxes required by law to be paid by the Merging Corporations and the Surviving Corporation will be obligated to pay such fees and franchise taxes if the same are not timely paid.

FIFTH: The attached Agreement and Plan of Merger was approved by all of the corporations that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.


SIXTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles (or certificate) of incorporation or bylaws of any of the corporations that are a party to the merger.

SEVENTH: The merger shall become effective as of 12:01a.m. on Wednesday, June 30, 1999. The merger shall have the effects set forth in Sections 607.1106 and 607.1107 of the FBCA.


EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

NINTH: SIGNATURE FOR EACH PARTY:

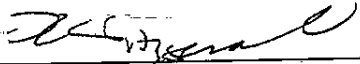
Neff Rental, Inc., a
Florida corporation

By: 
Name: Kevin Fitzgerald
Title: President

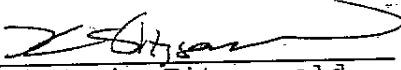
Air Rental & Supply, Inc., a
Texas corporation

By: 
Name: Kevin Fitzgerald
Title: President

Alliance Equipment Corporation, a
Virginia corporation

By: 
Name: Kevin Fitzgerald
Title: President

East Iliff Rental, Inc., a
Colorado corporation

By: 
Name: Kevin Fitzgerald
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the ^{28th} day of June, 1999, by and between Neff Rental, Inc., a Florida corporation (the "Surviving Corporation"), and Air Rental & Supply, Inc., a Texas corporation, Alliance Equipment Corporation, a Virginia corporation, and East Iloff Rental, Inc., a Colorado corporation (collectively, the "Merging Corporations"). The Surviving Corporation and the Merging Corporations are sometimes hereinafter referred to as the "Constituent Corporations".

RECITALS

The Board of Directors of each of the Constituent Corporations deems it advisable and in the best interest of said corporations and their respective stockholders that the Merging Corporations merge (the "Merger") with and into Surviving Corporation as provided herein.

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

1. The Merger

1.1 Manner of Merger. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined), the Merging Corporations shall be merged with and into Surviving Corporation, which shall be the surviving corporation. The corporate existence of Surviving Corporation with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and as the surviving corporation, Surviving Corporation shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities and obligations of the Merging Corporations as set forth in the Florida Business Corporation Act. The separate existence and corporate organization of the Merging Corporations shall cease upon the Effective Date of the Merger and thereafter Surviving Corporation shall continue to exist under the laws of the State of Florida. The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of the Constituent Corporations, and neither the rights of creditors nor any liens upon the property of either of them shall be impaired by the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to each of the Constituent Corporations; and (iii) be liable for all of the obligations and liabilities of each of the Constituent Corporations, including without limitation any and all federal, state and/or municipal taxes, which shall not revert or in any way be impaired by reason of the Merger. The Surviving Corporation will be specifically responsible for the payment of all fees and franchise taxes required by law to be paid by the Merging Corporations and the Surviving Corporation will be obligated to pay such fees and franchise taxes if the same are not timely paid.

1.2 Articles of Incorporation, Bylaws and Management of the Surviving Corporation.

(1) The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until same shall thereafter be altered, amended or repealed in accordance with applicable law.

(2) The Bylaws of Surviving Corporation as in effect immediately prior to the Effective Date of the Merger shall be the Bylaws of the Surviving Corporation until same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation or such Bylaws of the Surviving Corporation.

(3) The directors and officers of Surviving Corporation immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation.

1.3 The Status and Conversion of Shares.

The manner of converting the shares of the Constituent Corporations shall be as follows:

(1) On the Effective Date of the Merger, each of the following events shall be deemed to occur simultaneously:

(a) Each share of Surviving Corporation common stock, par value \$0.01 per share, issued and outstanding 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, remain issued and outstanding as in effect immediately prior to the Merger.

(b) Each share of the Merging Corporations' common stock issued and outstanding immediately prior to the Effective Date of the Merger (constituting the only issued and outstanding class of capital stock of any of the Merging Corporations) shall be cancelled without any consideration being issued or paid therefor.

2. Conditions to Consummation of the Merger.

Consummation of the Merger is subject to:

(1) The Constituent Corporations receipt of all consents, orders and approvals and satisfaction of all other requirements prescribed by applicable law that are necessary for the consummation of the Merger.

(2) The qualification of the Merger as a tax free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

3. General.

3.1 Effective Date of the Merger.

The term "Effective Date" or "Effective Date of the Merger" as used herein shall mean the date and time at which the Merger becomes effective under applicable law, provided that the Constituent Corporations intend to deem the Merger to have been effective as of 12:01 a.m. on Wednesday, June 30, 1999. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it in order to consummate the Merger on such date.

3.2 Termination.

At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of Surviving Corporation and the Merging Corporations. In the event of the termination and abandonment pursuant to this Section 3.2, this Agreement shall become void and have no effect, without any liability on the part of any of the parties or their directors or officers or stockholders in respect of this Agreement and the transactions contemplated hereby.

3.3 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.5 Remedies.

(1) Any right and remedy belonging to Surviving Corporation or the Merging Corporations and arising in connection with the actions contemplated by this Agreement shall be pursued solely against Surviving Corporation or the Merging Corporations, and not against their respective officers, directors or employees.

(2) In the event that any officer, director or employee of Surviving Corporation or the Merging Corporations becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, Surviving Corporation and/or the Merging Corporations shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the extent that such indemnification is prohibited by law.

3.6 Entire Agreement; Modifications.

This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing authorized by the respective Board of Directors and signed by the party to be charged, and then only to the extent set forth in such instrument.

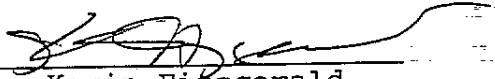
3.7 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of this Agreement.

3.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

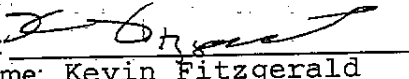
3.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

EXECUTED as of the day and year first above written.


Neff Rental, Inc., a
Florida corporation

By: 
Name: Kevin Fitzgerald
Title: President

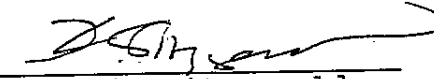
Air Rental & Supply, Inc., a
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By: 
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Title: President

Alliance Equipment Corporation, a
Virginia corporation

By: 
Name: Kevin Fitzgerald
Title: President

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Title: President