

PLAN AND STATEMENT OF MERGER

Effective December 19, 2016, PRO RENTALS & SALES, INC., an Idaho corporation ("PRS" or the "Surviving Entity"), and PRO EQUIPMENT SALES, LLC, an Idaho limited liability company ("PES" or the "Merging Entity"), agree as follows:

2016 DEC 19 PM 2:16
SECRETARY OF STATE
STATE OF IDAHO

1. BACKGROUND.

1.1 Plan of Merger. PRS and PES have entered into this Plan of Merger ("Plan of Merger") which provides for the merger of PES into PRS.

1.2 Merging Entity.

1.2.1 Merging Entity. The name of the Merging Entity is Pro Equipment Sales, LLC.

1.2.2 Governing Law. The Merging Entity was incorporated in Idaho as a limited liability company and subject to Idaho law.

1.3 Surviving Entity.

1.3.1 Surviving Entity. The name of the Surviving Entity is Pro Rentals & Sales, Inc.

1.3.2 Governing Law. The Surviving Entity was incorporated in Idaho as a corporation and subject to Idaho law.

1.4 Merging Entity Manager and Member Approval. The sole Manager and the sole Member of PES has approved the merger with and into PRS and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger, the Idaho Entity Transactions Act ("IETA"), and all other applicable laws, and the Certificate of Formation of PES.

1.5 Surviving Entity Director and Shareholder Approval. The sole Director and the sole Shareholder of PRS has approved the merger of PES with and into PRS and the consummation of the transactions contemplated by this Plan of Merger, upon the terms and subject to the conditions set forth in this Plan of Merger, the IETA, and all other applicable laws, the Articles of Incorporation and the Bylaws of PRS.

2 THE MERGER.

2.1 The Merger. Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time (as defined in Section 2.2), in accordance with the IETA, the Merging Entity shall be merged with and into the Surviving Entity and the separate existence of the Merging Entity shall thereupon cease (the "Merger"). PRS shall be the surviving corporation in the Merger.

2.2 Effective Time of the Merger. The Merger shall become effective as of 12:01 AM, Mountain Time on the date a copy of this Plan of Merger, and any other documents necessary to effectuate the Merger in accordance with the IETA, are filed with the Secretary of State of the State of Idaho (the "Effective Time").

2.3 Effects of Merger. The Merger shall have the effects set forth in Section 30-22-206 of the IETA, and all other applicable laws.

3 SURVIVING CORPORATION.

3.1 Bylaws. The Bylaws of the Surviving Entity shall be the Bylaws attached hereto as Exhibit A, and incorporated herein ("Bylaws").

3.2 Directors and Officers. At and after the Effective Time, the directors and officers of PRS and the officers of PES shall together be the directors and officers of the Surviving Entity, in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Incorporation and Bylaws.

4 MEMBERSHIP.

4.1 Merging Entity's Sole Member. Upon the Effective Time, the sole Member of the Merging Entity shall (without further action of the Merging Entity or the Surviving Entity) cease to become a shareholder in the Surviving Entity because the sole Member of the Merging Entity is the Surviving Entity.

4.2 No Change to PRS Membership. Upon the Effective Time, the sole Shareholder of PRS, the Surviving Entity, will hold membership in the Surviving Entity immediately after the Merger as held immediately prior to the Merger, subject to the terms and conditions of the Articles of Incorporation and Bylaws.

5 INTERPRETATION.

5.1 Amendment. This Plan of Merger may be amended by an instrument in writing signed on behalf of each of the parties in accordance with Section 30-22-204 of the IETA.

5.2 Notice. All notices and other communication ("Notices") under this Plan of Merger (i) shall be in writing, and (ii) shall be addressed or delivered to the following relevant address or at such other address as shall be given in writing by a party to the other:

If to "PRS" / "Surviving Entity"

c/o Kevin Fitzgerald, CEO
400 South Pointe Drive, Ste. 1803
Miami Beach, Florida 33139

If to "PES" / "Merging Entity"

c/o Kevin Fitzgerald, President
400 South Pointe Drive, Ste. 1803

Miami Beach, Florida 33139

With a copy to:

Lauren Quattromani, Esq.
AxS Law Group PLLC
2121 NW 2nd Ave
Miami, Florida 33132

Notices complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person or by facsimile, or (ii) on the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested.

5.3 Interpretation. This Plan of Merger (and the other documents and instruments referenced in this Plan of Merger) (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, regarding the subject matter of the agreements, (ii) shall not be assigned by operation of law or otherwise without the prior written consent of the other parties, and (iii) shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Idaho.

5.4 Counterparts. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

5.5 Parties in Interest. This Plan of Merger shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective permitted successors and assigns. Nothing in this Plan of Merger, express or implied, is intended to confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Plan of Merger.

6 CERTIFICATION.

6.1 Merging Entity. By signing below, the President of the Merging Entity certifies that he is the duly elected and acting President, and that the sole Manager and Member approved this Plan of Merger.

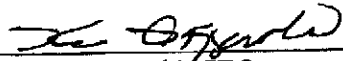
6.2 Surviving Entity. By signing below, the CEO of the Surviving Entity certifies that he is the duly elected and acting CEO, and that the sole Director and Shareholder approved this Plan of Merger.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have caused this Plan of Merger to be duly executed by their authorized officers, as of the date set forth above, effective as of the filing of this Plan of Merger with the Secretary of State for the State of Idaho.


PRS/SURVIVING ENTITY:

Pro Rentals & Sales, Inc.

By: 
Kevin Fitzgerald, CEO

PES/MERGING ENTITY:

Pro Equipment Sales, LLC

By: 
Kevin Fitzgerald, President