

694096

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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MAIL

(Business Entity Name)

(Document Number)

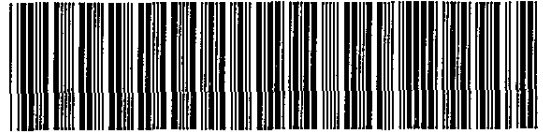
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

2nd merger outlined
in plan of merger -
not filed in Fla.

SP



600062248306

12/19/05--01031--024 **245.00

FILED
05 DEC 19 PM 4:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
* 12/20/05

SP

1/3/05

CLARK HILL
PLC
ATTORNEYS AT LAW

500 Woodward Avenue
Suite 3500
Detroit, Michigan 48226-3435
Tel. (313) 965-8300 ■ Fax (313) 965-8252
www.clarkhill.com

Bryan H. Zair
Phone: (313) 965-8588
E-Mail: bzair@clarkhill.com

December 15, 2005

BY FEDERAL EXPRESS

Florida Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Articles of Merger

Dear Sir or Madam:


Enclosed please find the Articles of Merger, with attached Agreement and Plan of Merger, for the merger of Great American Logistics, Inc., Independent Leasing & Personnel Corp., Angesco, Inc., Great American Lines, Inc., FSK Leasing, Inc. and All Purpose Leasing, Inc. into AFA Enterprises, Inc. Please note that the desired Effective Date for the merger is December 30, 2005, at 4:59 eastern time.

Also enclosed is a check in the amount of \$245.00, made payable to the Florida Department of State, for the costs of filing the Articles of Merger. Upon executing the Articles of Merger, please return a copy to me in the enclosed FedEx envelope that is addressed to me.

If you have any questions or require anything further, please do not hesitate to contact me at anytime at (313) 965-8588, or by e-mail at bzair@clarkhill.com. Thank you.

Sincerely,

CLARK HILL PLC



Bryan H. Zair

Enclosures

cc: Robert E. Sigler
D. Kerry Crenshaw

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: AFA Enterprises, Inc. (a Pennsylvania corporation)
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

D. Kerry Crenshaw, Esq.
(Contact Person)

Clark Hill PLC
(Firm/Company)

500 Woodward Avenue, Suite 3500
(Address)

Detroit, Michigan 48226-3435
(City/State and Zip Code)

For further information concerning this matter, please call:

Bryan H. Zair At (313) 965-8588
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

FILED

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

05 DEC 19 PM 1:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
AFA Enterprises, Inc.	Pennsylvania	n/a

EFFECTIVE DATE
12/30/05

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Great American Logistics, Inc.	Florida	694096
Great American Lines, Inc.	Pennsylvania	F01000005519
Angesco, Inc.	Pennsylvania	n/a
All Purpose Leasing, Inc.	Delaware	n/a
FSK Leasing, Inc.	Delaware	n/a

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 30 / 2005 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)
(4:59 p.m. EST)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 17, 2005.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 17, 2005.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

ARTICLES OF MERGER (additional page)

(cont.) **Second:** Name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
Independent Leasing & Personnel Corp.	Indiana	n/a

Typed or Printed Name of Individual & Title

L. William Knoebel, Jr., President

L. William Knoebel, Jr., President

L. William Knoebel, Jr., President

L. William Knoebel, Jr., President

-L. William Knoebel, Jr., President

✱. William Knoebel, Jr., President

L. William Knoebel, Jr., President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of JUNE 23, 2005, by and among AFA Enterprises, Inc., a Pennsylvania corporation ("AFA"), Great American Lines, Inc., a Pennsylvania corporation ("GAL"), Great American Logistics, Inc., a Florida corporation ("Logistics"), Angesco, Inc., a Pennsylvania corporation ("Angesco"), All Purpose Leasing, Inc. a Delaware corporation ("APL"), FSK Leasing, Inc., a Delaware corporation ("FSK"), Independent Leasing & Personnel Corp., an Indiana corporation ("ILPC"), and Great American Lines Acquisition Corp., a Michigan corporation ("GAL Michigan"). AFA, GAL, Logistics, Angesco, APL, FSK and ILPC are hereinafter sometimes referred to individually as a "Constituent Corporation" or, collectively, the "Constituent Corporations."

WHEREAS, AFA has authorized 100,000 shares of common stock, \$1 par value, of which 76,497 shares of the common stock are issued and outstanding and owned by Universal Am-Can Ltd., a Delaware corporation ("UACL");

WHEREAS, GAL has authorized 100,000 shares of common stock, \$1 par value, of which 50,000 shares are issued and outstanding;

WHEREAS, Logistics has authorized 7,500 shares of common stock, \$1 par value, of which 2,500 shares are issued and outstanding;

WHEREAS, Angesco has authorized 520,000 shares of capital stock, divided into 500,000 shares of common stock, \$1 par value, and 20,000 shares of preferred stock, \$25 par value; of which 166,088 shares of common stock are issued and outstanding and no shares of preferred stock are issued and outstanding;

WHEREAS, APL has authorized 3,000 shares of common stock, no par value, of which 1,000 shares are issued and outstanding;

WHEREAS, FSK has authorized 3,000 shares of common stock, no par value, of which 1,000 shares are issued and outstanding;

WHEREAS, ILPC has authorized 1,000 shares of common stock, no par value, of which 100 shares are issued and outstanding;

WHEREAS, GAL Michigan has authorized 60,000 shares of common stock, of which 1,000 shares are issued and outstanding, all of which are owned by UACL;

WHEREAS, AFA owns all of the issued and outstanding shares of common stock of GAL, Logistics, Angesco, APL, FSK and ILPC;

WHEREAS, the respective Boards of Directors of the Constituent Corporations have determined that, for the purpose of effecting the reincorporation of GAL in the State of Michigan and the merger of AFA with and into GAL Michigan, it is in the best interest of each Constituent Corporation and its respective shareholders to merge with and into GAL Michigan (the "Merger"), which will be the surviving corporation;

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations has adopted this Agreement by written consent in lieu of a meeting and has recommended to its shareholders that they approve this Agreement;

WHEREAS, the respective shareholders of each of the Constituent Corporations and GAL Michigan have approved of this Agreement by written consent in lieu of a special meeting;

WHEREAS, the respective shareholders of each of the Constituent Corporations and GAL Michigan have approved the Merger; and

WHEREAS, it is the intention of the Constituent Corporations that the Merger shall be a tax-free reorganization pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. At one minute prior to the Effective Time (as defined herein), in accordance with the provisions of the corporate laws of their respective States of Incorporation, GAL, Logistics, Angesco, APL, FSK and ILPC shall merge with and into AFA, and at the Effective Time, AFA shall merge with and into GAL Michigan, all upon the terms and conditions set forth in this Agreement. Following the Merger, GAL Michigan shall continue as the surviving corporation under the name "Great American Lines, Inc." as a Michigan corporation (the "Surviving Corporation").

2. Effective Time. This Merger shall become effective as of the close of business of all of the filing offices in Michigan and in each Constituent Corporation's State of Incorporation on December 30, 2005 (the "Effective Time").

3. Filings. As soon as practicable following satisfaction of all requirements imposed by each Constituent Corporation's respective State corporate laws, which includes, without limitation, filing either Articles of Merger or a Certificate of Merger along with any other required document or certificate in each Constituent Corporation's State of Incorporation, and filing a Certificate of Merger with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services, along with any other required document or certificate.

4. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the shareholders of the Constituent Corporations, each share of stock of the Constituent Corporations issued and outstanding immediately prior to the Effective Time shall be

canceled, retired and shall cease to exist, with no payment being made with respect thereto. Each share of common stock of the Surviving Corporation issued and outstanding immediately before the Effective Time shall be unaffected by the Merger and shall remain issued and outstanding immediately thereafter.

5. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of GAL Michigan, as amended and as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof and applicable law.

6. Bylaws of Surviving Corporation. The Bylaws of GAL Michigan, as amended and as in effect immediately prior to the Effective Time, shall become the Bylaws of the Surviving Corporation until amended in accordance with the provisions thereof and applicable law.

7. Effects of the Merger. At the Effective Time, the Surviving Corporation will be governed by the laws of the State of Michigan, and the Merger shall have the effects set forth in the Michigan Business Corporation Act. Without limiting the foregoing, at the Effective Time, the existence of the Constituent Corporations as distinct legal entities shall cease and all rights, privileges, powers and franchises in and to every type of property, whether real, personal or mixed, and all debts due shall be transferred to and vested in the Surviving Corporation. The Surviving Corporation will have all of the property, rights, privileges, immunities, and franchises of each of the Constituent Corporations and will be responsible and liable for all liabilities and obligations of each of the Constituent Corporations. The Surviving Corporation shall continue to be a wholly owned subsidiary of UACL. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right and title to, and possession of, all assets, rights, privileges, powers and franchises of any of the Constituent Corporations, the officers of the Surviving Corporation are fully authorized, in the name of each Constituent Corporation or otherwise, to take, and shall take, all such necessary or desirable action.

8. Directors. The directors of GAL Michigan shall be the directors of the Surviving Corporation from and after the Effective Time, until their successors have been duly elected or appointed in accordance with the bylaws of the Surviving Corporation or until their earlier death, resignation or removal.

9. Officers. The officers of GAL Michigan shall be the officers of the Surviving Corporation from and after the Effective Time, until their successors have been duly elected or appointed in accordance with the bylaws of the Surviving Corporation or until their death, resignation or removal.

10. Entire Agreement. This Agreement, as it may be amended or supplemented from time to time, constitutes the entire agreement by and among the parties hereto with respect to the

transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, and may be modified only by a written instrument executed by all the parties.

11. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties without the prior written consent of the other parties.

12. Binding Effect. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

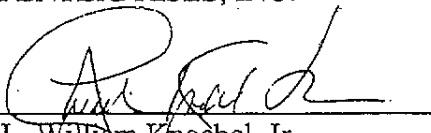
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to principles of conflicts of laws, except to the extent that the law of the State of Incorporation of a Constituent Corporation may govern the conditions for the Merger becoming effective, in which case this Agreement shall be governed by the law of such State of Incorporation only to such extent.

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

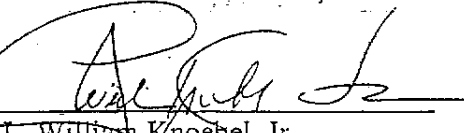
[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned corporations, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, has caused this Agreement to be executed by duly authorized officers of each respective party as of the date first written above.

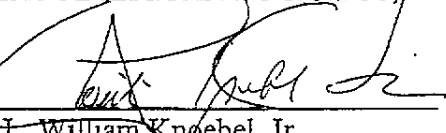
AFA ENTERPRISES, INC.

By: 
L. William Knoebel, Jr.
President

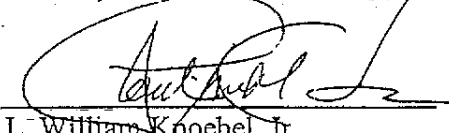
GREAT AMERICAN LINES, INC.

By: 
L. William Knoebel, Jr.
President

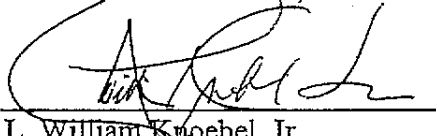
GREAT AMERICAN LOGISTICS, INC.

By: 
L. William Knoebel, Jr.
President

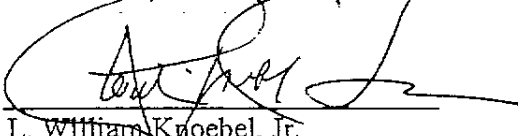
ANGESCO, INC.

By: 
L. William Knoebel, Jr.
President

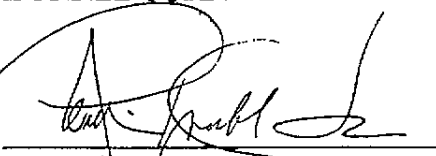
ALL PURPOSE LEASING, INC.

By: 
L. William Knoebel, Jr.
President

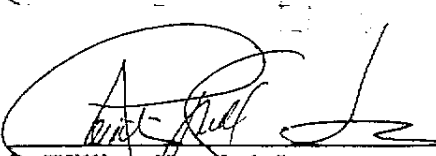
FSK LEASING, INC.

By: 
L. William Knoebel, Jr.
President

INDEPENDENT LEASING &
PERSONNEL CORP.

By: 
L. William Knoebel, Jr.
President

GREAT AMERICAN LINES
ACQUISITION CORP.

By: 
L. William Knoebel, Jr.
President