

To: The Florida Dept. of State
Subject: 000672.110587

From: Ashley Smith

Tuesday, September 08, 2009 4:56 PM Page: 1 of 9

Division of Corporations

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Florida Department of State
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Fax Number : (850) 617-6380

From: Account Name : CORPDIRECT AGENTS, INC.
Account Number : 110450000714
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Fax Number : (850) 224-1640

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TALLAHASSEE, FLORIDA

000672.110587

MERGER OR SHARE EXCHANGE

MANKO DELIVERY SYSTEM, INC.

Certificate of Status	1
Certified Copy	1
Page Count	09
Estimated Charge	\$122.50

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Merger

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H09000197219 3

ARTICLES OF MERGER
OF
MANKO TRUCKING, INC.
AND
MANKO HOLDINGS, INC.
INTO
MANKO DELIVERY SYSTEMS, INC.

Under Section 607.1105, Florida Statutes

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are **MANKO TRUCKING, INC.**, a Florida corporation, **MANKO HOLDINGS, INC.**, a Florida corporation, and **MANKO DELIVERY SYSTEMS, INC.**, a Florida corporation. The surviving corporation is **MANKO DELIVERY SYSTEMS, INC.**, and it is to be governed by the laws of the State of Florida.

SECOND: The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

THIRD: The Agreement and Plan of Merger was duly adopted by (i) the sole stockholder of **MANKO TRUCKING, INC.** as of the 8th day of September, 2009, (ii) the sole stockholder of **MANKO HOLDINGS, INC.** as of the 8th day of September, 2009, and (iii) the sole stockholder of **MANKO DELIVERY SYSTEMS, INC.** as of the 8th day of September, 2009.

H09000197219 3

FOURTH: The Merger shall become effective in accordance with the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officer this 8th day of September, 2009.

MANKO TRUCKING, INC.,
a Florida corporation

By: 
John T. Benko, President

MANKO HOLDINGS, INC.,
a Florida corporation

By: 
John T. Benko, President

MANKO DELIVERY SYSTEMS, INC.,
a Florida corporation

By: 
John T. Benko, President

Exhibit "A" - Agreement and Plan of Merger

To: The Florida Dept. of State
Subject: 000672.110587

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Tuesday, September 08, 2009 4:56 PM Page: 4 of 9

H09000197219 3

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

See Attached

H09000197219 3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 8th day of September, 2009, is made and entered into by and between **MANKO TRUCKING, INC.**, a Florida corporation ("Trucking"), **MANKO HOLDINGS, INC.**, a Florida corporation ("Holdings"), and **MANKO DELIVERY SYSTEMS, INC.**, a Florida corporation (the "Surviving Corporation"). Trucking, Holdings and the Surviving Corporation are sometimes referred to herein as the "Constituent Corporations".

WITNESSETH:

WHEREAS, Trucking is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of Common Stock, of which as of the date hereof 200 shares of Common Stock are validly issued to Holdings and outstanding; and

WHEREAS, Holdings is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of Common Stock, of which as of the date hereof 150 shares of Common Stock are validly issued and outstanding; and

WHEREAS, the Surviving Corporation is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of Common Stock, of which as of the date hereof 1,000 shares of Common Stock are validly issued to Holdings and outstanding; and

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporations and their Shareholders that Trucking and Holdings be merged into the Surviving Corporation which shall survive the merger and that the name of the Surviving Corporation remain **MANKO DELIVERY SYSTEMS, INC.**; and

WHEREAS, for federal income tax purposes, it is intended that the merger shall qualify as a reorganization in accordance with the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), in particular Code Section 368(a)(1)(F);

NOW, THEREFORE, the Constituent Corporations hereby agree that Trucking and Holdings shall be merged with and into the Surviving Corporation in accordance with applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I

The Constituent Corporations

The names of the Constituent Corporations to the merger are **MANKO TRUCKING, INC.** (Florida Document No. P02000114676), **MANKO HOLDINGS, INC.** (Florida Document No. P05000000632), and **MANKO DELIVERY SYSTEMS, INC.** (Florida Document No. P05000000627).

H09000197219 3

ARTICLE II

The Merger

On the Effective Date (as hereinafter defined) Trucking and Holdings shall be merged with and into the Surviving Corporation (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of *Florida Statutes* Chapter 607 ("Florida Law").

ARTICLE III

Effect of Merger

From and after the filing of the Articles of Merger in accordance with Article VII hereof, the Constituent Corporations shall be a single corporation which shall be the Surviving Corporation. From and after such filing, the separate existence of Trucking and Holdings shall cease, while the corporate existence of the Surviving Corporation shall continue unaffected and unimpaired. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

ARTICLE IV

Articles of Incorporation and Bylaws; Officers and Directors

The Articles of Incorporation and Bylaws of the Surviving Corporation as in effect on the Effective Date shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

The person who shall serve as the sole Director of the Surviving Corporation shall be:

Name	Address
John T. Benko	4951 Tampa West Boulevard Tampa, Florida 33634

The person who shall serve as the sole officer of the Surviving Corporation and the offices in which he shall serve are as follows:

H09000197219 3

Name	Office
John T. Benko	President and Secretary/Treasurer

ARTICLE V

Treatment of Shares of Constituent Corporations and Surrender of Certificates

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Agreement and Plan of Merger, the shares of Common Stock of each of the Constituent Corporations currently held by the Shareholders of those corporations shall be exchanged, converted or canceled as follows:

1. The shares of Common Stock of Trucking issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof, shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled by Trucking and no cash, securities or other property shall be issued in respect thereof.
2. The shares of Common Stock of the Surviving Corporation issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof, shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled by the Surviving Corporation and no cash, securities or other property shall be issued in respect thereof.
3. Each share of the Common Stock of Holdings issued and outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII hereof, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become exchangeable for one (1) share of the Common Stock of the Surviving Corporation.
4. Each record holder of an outstanding certificate or certificates which represent shares of the Common Stock of the Constituent Corporations shall surrender such certificate or certificates as a condition to the Shareholder of Holdings receiving shares of the Common Stock in the Surviving Corporation pursuant to this Agreement and Plan of Merger.

ARTICLE VI

Further Assurance

If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Constituent Corporations, the last acting officers and Directors of the Constituent Corporations, as the case may be, or the corresponding officers or Directors of the Surviving Corporation shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

H09000197219 3

ARTICLE VII
Approvals by Board of Directors and Shareholders

This Agreement and Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation, and submitted to the respective sole Shareholder of each Constituent Corporation for approval as provided by Florida Law. If duly adopted by the requisite vote, Articles of Merger meeting the requirements of Florida Law shall be filed immediately in the appropriate office in the State of Florida.

ARTICLE VIII
Effective Date

The Merger of Trucking and Holdings into the Surviving Corporation shall become effective upon the filing of the Articles of Merger in accordance with Florida Law. The date on which the Merger shall become effective is herein called the "Effective Date."

ARTICLE IX
Covenants of Trucking

Trucking covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE X
Covenants of Holdings

Holdings covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XI
Covenants of the Surviving Corporation

The Surviving Corporation covenants and agrees that (a) it will not further amend its Articles of Incorporation prior to the Effective Date; and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XII
Termination

Anything to the contrary herein or elsewhere notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of any of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

[signatures on next page]

To: The Florida Dept. of State
Subject: 000672.110587

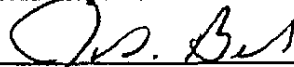
From: Ashley Smith

Tuesday, September 08, 2009 4:56 PM Page: 9 of 9

H09000197219 3

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

MANKO TRUCKING, INC.,
a Florida corporation

By: 
John T. Benko, President

MANKO HOLDINGS, INC.,
a Florida corporation

By: 
John T. Benko, President

MANKO DELIVERY SYSTEMS, INC.,
a Florida corporation

By: 
John T. Benko, President