

P37293

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

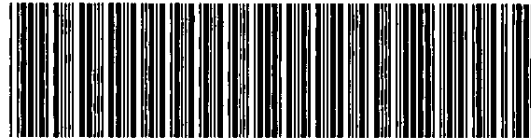
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JUN - 8 AM 9:03

JUN 14 2017
C McNAIR



ROSE LAW FIRM

(501) 377-0360

trobertson@roselawfirm.com

June 6, 2017

VIA FEDERAL EXPRESS:

Division of Corporations
Attn: Amendment Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JUN - 8 AM 9:08

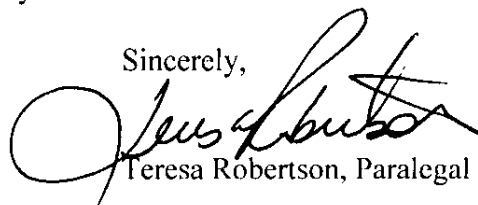
RE: Request to file Articles of Merger
Our File No.: 078097-20

To Whom It May Concern:

Enclosed please find the original and a copy of the Articles of Merger and Plan of Merger, to be filed with the Florida Secretary of State. I have also enclosed a Firm check for \$105.00 for the recording fees. Please return to me a file-marked copy of same in the self-addressed prepaid Federal Express envelope enclosed herein.

Should you have any questions regarding this request, please feel free to contact me at (501) 377-0360 or you may contact me at my e-mail address noted above.

Sincerely,



Teresa Robertson, Paralegal

TDR/s
Enclosures
cc: file

ARTICLES OF MERGER FOR FILING IN FLORIDA

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2017 JUN -8 AM 9:06

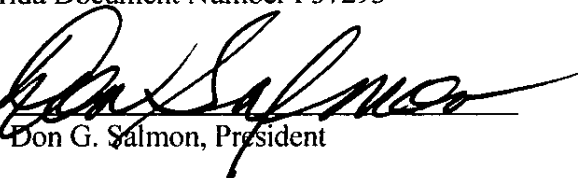
The undersigned authorized officer of the constituent corporations certifies as follows:

1. The name, form and jurisdiction of the governing statute of the merging constituent corporations are as identified below.
2. The surviving corporation is Mail Contractors of America, Inc. ("MCA"). MCA is authorized to do business Florida. MCA owns, directly or through an intermediate wholly-owned subsidiary, 100% of the other merging constituent corporations. Shareholder approval of the mergers is not required.
3. The effective time and date of each of the mergers shall be July 1, 2017. No amendments are made to MCA's organizational documents in the Plan of Merger. Each constituent corporation approved the merger as required by each such organization's governing statute. Each constituent corporation's directors approved such corporation's respective merger on June 1, 2017.
4. A copy of the Plan of Merger is attached hereto and on file at MCA's principal office under the laws of Arkansas at 3809 Roundtop Drive, North Little Rock, Arkansas 72117. MCA will furnish a copy of the Plan of Merger on request and without cost to any shareholder of any merging constituent corporation.
5. MCA appoints the Florida Secretary of State as agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders. MCA agrees to promptly pay to any dissenting shareholders of the other constituent merging corporations the amount, if any, to which they are entitled under Florida Statutes 607.1302.

SURVIVING CORPORATION:

Mail Contractors of America, Inc.
an Arkansas corporation
Florida Document Number P37293

By:

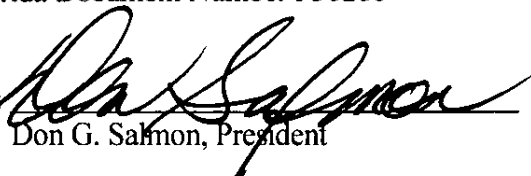

Don G. Salmon, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2017 JUN -8 AM 9:06

OTHER MERGING CONSTITUENT CORPORATIONS:

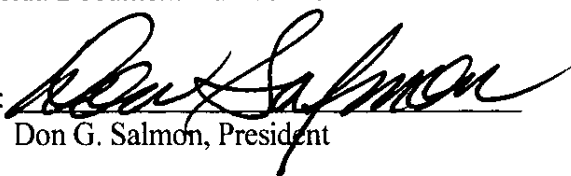
Freight Movers, Inc.
a Florida corporation
Florida Document Number F36280

By:


Don G. Salmon, President

Triangle Leasing of Florida, Inc.
a Florida corporation
Florida Document Number L52887

By:


Don G. Salmon, President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of June 1, 2017, by and between the corporations listed below as Transferor Corporations and Mail Contractors of America, Inc. ("MCA"). MCA and the Transferor Corporations are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, MCA owns, directly or through an intermediate wholly-owned subsidiary, 100% of each Transferor Corporation; and

WHEREAS, the Parties' directors desire to effect a separate merger of each of the Transferor Corporations with and into MCA, with MCA to be the surviving entity of each merger.

THEREFORE, in consideration of the premises set forth above and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

ARTICLE I—THE MERGERS

1.1 The Mergers. Subject to the terms and conditions of this Agreement, each of the Transferor Corporations will merge with and into MCA (the "Mergers") at the Effective Time, as defined below. MCA shall be the entity surviving each Merger (the "Surviving Entity").

1.2 Effective Time. The Parties will file Articles of Merger (the "Articles of Merger") or a Certificate of Merger (the "Certificates of Merger") in each Party's domicile state as provided in each Party's governing statute. Each Merger will become effective on July 1, 2017 (the "Effective Time").

ARTICLE II—THE SURVIVING ENTITY

2.1 Articles of Incorporation. MCA's Articles of Incorporation in effect as of the Effective Time will remain the Articles of Incorporation of the Surviving Entity after the Effective Time.

2.2 Bylaws. MCA's Bylaws in effect as of the Effective Time will remain the Bylaws of the Surviving Entity after the Effective Time.

ARTICLE III—OWNERSHIP INTERESTS

3.1 Treatment of Transferor Corporation Shares. At the Effective Time, by virtue of the Mergers and without any action on the part of the Transferor Corporations or the holders of any of the shares of capital stock of the Transferor Corporations, each share of each class or series of capital stock of the Transferor Corporations issued and outstanding, or held in treasury, immediately prior to the Effective Time will be cancelled and no consideration shall be issued in respect thereof.

3.2 Treatment of MCA Shares. At the Effective Time, by virtue of the Mergers and without any action on the part of the Transferor Corporations or the holders of any of the shares of capital stock of the Transferor Corporations, each share of each class or series of capital stock of MCA issued and outstanding immediately prior to the Effective Time will remain an identical issued and outstanding share of each class or series of capital stock of MCA, unaffected by the Mergers.

ARTICLE IV—MISCELLANEOUS

4.1 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

4.2 Waiver. At any time prior to the Effective Time, the Parties may, except as otherwise provided by applicable law: (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; or (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid if set forth in a writing signed on such Party's behalf.

4.3 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by a nationally recognized overnight courier service, or five business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable Party.

4.4 Entire Agreement. This Agreement constitutes the Parties' entire agreement and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns.

4.5 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

4.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arkansas.

4.7 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SURVIVING CORPORATION:

Mail Contractors of America, Inc.
an Arkansas corporation

By: 

Don G. Salmon, President

TRANSFEROR CORPORATIONS:

B & F Transportation Co., Inc.
a Georgia corporation

By: 

Don G. Salmon, President

Cross Winds Trans., Inc.
a West Virginia corporation

By: 

Don G. Salmon, President

Freight Movers, Inc.
a Florida corporation

By: 

Don G. Salmon, President

J & J Mail Service, Inc.
a Wisconsin corporation

By: 

Don G. Salmon, President

Cowley, Inc.
a Kentucky corporation

By: 

Don G. Salmon, President

Dalbar, Incorporated
a Texas corporation

By: 

Don G. Salmon, President

Hartco, Inc.
a Texas corporation

By: 

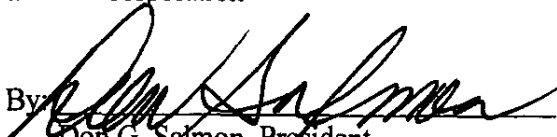
Don G. Salmon, President

Janet & Lacy's Trucking Company, Inc.
a North Carolina corporation

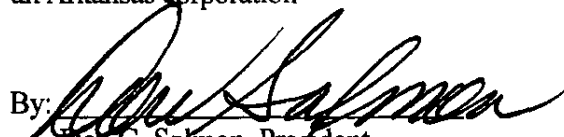
By: 

Don G. Salmon, President

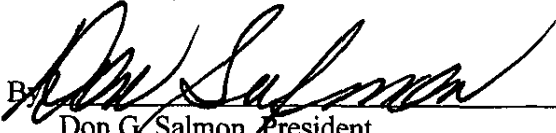
Kasbar, Inc.
a Texas corporation

By: 
Don G. Salmon, President

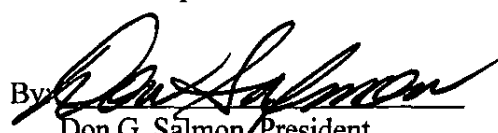
L & G Industries, Inc.
an Arkansas corporation

By: 
Don G. Salmon, President

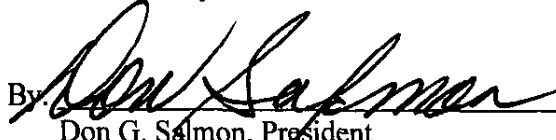
L & G Industries, Inc.
a Georgia corporation

By: 
Don G. Salmon, President

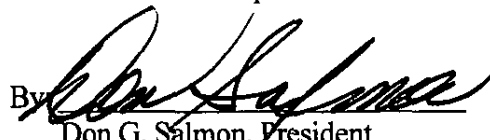
M and N Mail Service, Inc.
a Missouri corporation

By: 
Don G. Salmon, President

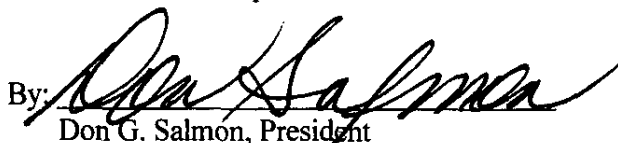
Mail Contractors of Arkansas, Inc.
an Arkansas corporation

By: 
Don G. Salmon, President

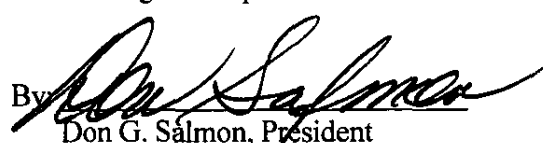
Midland Delivery Service, Inc.
a North Carolina corporation

By: 
Don G. Salmon, President

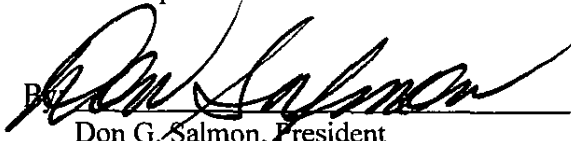
Midland Holding Company
a North Carolina corporation

By: 
Don G. Salmon, President

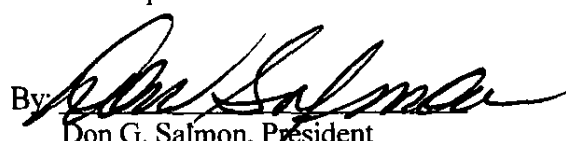
Mills Trucking Co.
a West Virginia corporation

By: 
Don G. Salmon, President

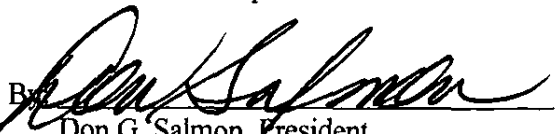
Norbar, Inc.
a Texas corporation

By: 
Don G. Salmon, President

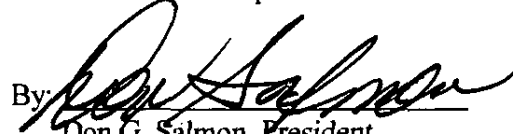
Oak Holdings, Inc.
a Texas corporation

By: 
Don G. Salmon, President

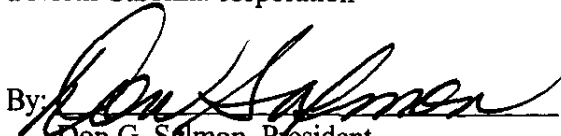
P. & R. Trailer Repair, Inc.
a North Carolina corporation

By: 
Don G. Salmon, President

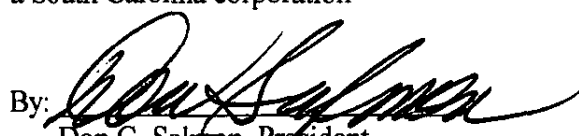
Patterson Street Gulf Service, Inc.
a North Carolina corporation

By: 
Don G. Salmon, President

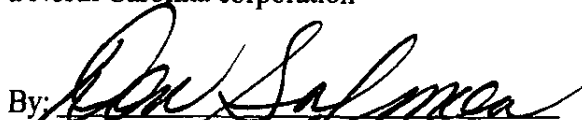
Ronald Wayne Powers, Inc.
a North Carolina corporation

By: 
Don G. Salmon, President

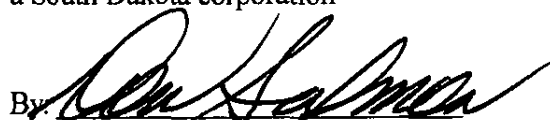
S. C. and G. Trucking Co., Inc.
a South Carolina corporation

By: 
Don G. Salmon, President

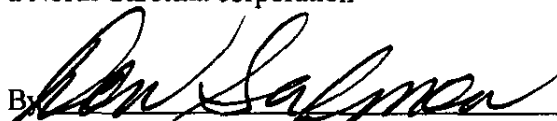
Smith – Pine State, Inc.
a North Carolina corporation

By: 
Don G. Salmon, President

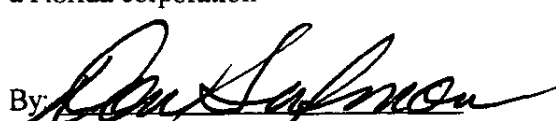
Thompson Bros. Inc.
a South Dakota corporation

By: 
Don G. Salmon, President

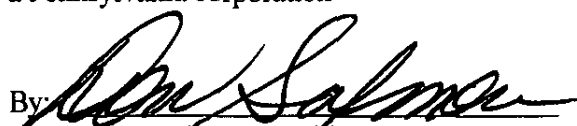
Tibbs Contract Mail Hauling, Inc.
a North Carolina corporation

By: 
Don G. Salmon, President

Triangle Leasing of Florida, Inc.
a Florida corporation

By: 
Don G. Salmon, President

US Paratransit Corporation
a Pennsylvania corporation

By: 
Don G. Salmon, President