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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: UNITED AFRICAN LOGISTICS, INC.
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

RICHARD C. FOX
(Contact Person)

FOX LAW OFFICES, P.A.
(Firm/Company)

131 COURT ST., #11
(Address)

EXETER, NH 03833
(City/State and Zip Code)

For further information concerning this matter, please call:

RICHARD C. FOX
(Name of Contact Person)

At (603) 778-9910
(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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

UNITED AFRICAN LOGISTICS, INC.
(a Florida corporation)

AND

AMERICLEAN DRY CLEANING CENTERS, INC.
(a Florida corporation)

The undersigned corporations, desiring to merge, hereby sign, seal, and present for filing these Articles of Merger as required by the corporate law of Florida, as follows:

1. The names of the constituent corporations are:
Merging Corporation: Americlean Dry Cleaning Centers, Inc., a
Florida corporation
Surviving Corporation: United African Logistics, Inc. a
Florida corporation

2. The address of the merging corporation, Americlean Dry Cleaning Centers, Inc., is:
600 Fairway Drive, Suite 105
Deerfield Beach, Florida 33441
The address of the surviving corporation, United African Logistics, Inc., is:
20869 Pinar Trail
Boca Raton, Florida 33433

3. The Plan and Agreement of Merger is attached.

4. The Plan and Agreement of Merger was adopted by the respective Boards of Directors and was submitted to the vote of the shareholders of both corporations and was adopted both by (i) unanimous vote of the single shareholder of the merging corporation and by (ii) majority vote of the shareholders of the surviving corporation, by written consent, on December 28, 2007. In both cases, the approval was by a sufficient vote to authorize the merger under the Florida corporation laws.

5. The merger shall be effective upon the filing of these Articles of Merger in the state of Florida.

6. Upon effectiveness of the merger:

(A) Article I of the Articles of Incorporation of the surviving corporation shall be amended to read as follows:

"The name of the corporation is:
Americlean Dry Cleaning Centers, Inc."

(B) Article III of the Articles of Incorporation of the surviving corporation shall be amended by adding a new subparagraph (C) to read as follows:

ARTICLES OF MERGER

Americlean Dry Cleaning Centers, Inc. and
United African Logistics, Inc.

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"C" From the authorized 2,000,000 shares of undesignated preferred stock there is hereby designated a series of 600,000 shares, the "Americlean Series of Convertible Preferred stock" (the "Americlean Series"), which, with respect to all matters other than the election of directors, shall have 10 votes per share and, with respect to the election of directors, shall elect a majority of the Board of Directors. The Americlean Series shall receive such dividends as the Board of Directors may, from time to time, declare from funds lawfully available for the purpose. The Americlean Series shall be convertible at any time and from time to time at the option of the holder; however, the Americlean Series shall automatically convert to shares of common stock of the Company upon receipt by the Company of its audited financial statements for the fiscal year ended December 31, 2012, in either event as follows:

(a) The number of shares of common stock to be issued upon a conversion of the Americlean Series shall be determined by taking a percentage of the shares of common stock which will be issued and outstanding on a fully-diluted basis after the conversion and dividing that number of shares so determined by 600,000 and multiplying that by the number of shares of the Americlean Series then being converted.

(b) For purposes of sub-paragraph (a) above, the percentage of the shares of common stock shall be:

(i) if none of the following criteria of this subparagraph are met, 30%;

(ii) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$1,475,000, 37.5%;

(iii) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$2,325,000, 45%;

(iii) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$3,250,000, 52.5%; and

(iv) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$4,250,000, 60%.

7. The holder of the shares of the merging corporation shall receive all of the 600,000 shares of the Americlean Series of Convertible Preferred Stock of the surviving corporation, as hereinabove designated.

8. The surviving corporation agrees that it may be served with process in any proceeding for enforcement of any obligation of the merging corporation, or of any obligation of the surviving

ARTICLES OF MERGER

Americlean Dry Cleaning Centers, Inc. and
United African Logistics, Inc.

PAGE 3

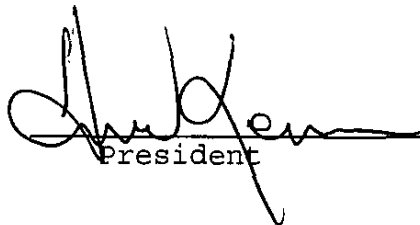
corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders in any appraisal proceedings.

7. A copy of the Plan of Merger is on file at the offices of the surviving corporation. A copy will be furnished by the surviving corporation, without cost, to any stockholder of a constituent corporation, upon request.

IN WITNESS WHEREOF, the constituent corporations have executed these Articles of Merger this 28th day of December, 2007.

AMERICLEAN DRY CLEANING CENTERS, INC.


By:



President

UNITED AFRICAN LOGISTICS, INC.

By:



President

PLAN AND AGREEMENT OF MERGER

UNITED AFRICAN LOGISTICS, INC.
(surviving Florida corporation)

AND

AMERICLEAN DRY CLEANING CENTERS, INC.
(merging Florida corporation)

This PLAN AND AGREEMENT OF MERGER, dated this 27th day of December, 2007, made pursuant to the applicable provisions of the corporation law of the state of Florida, for the purpose of merging the one Florida corporation into the other Florida corporation, by and between:

AMERICLEAN DRY CLEANING CENTERS, INC., a Florida business corporation having its principal business office located at 600 Fairway Drive, Suite 105, Deerfield Beach, Florida 33441 (hereinafter sometimes referred to as the "merging corporation");

AND

UNITED AFRICAN LOGISTICS, INC., a Florida business corporation, having its principal business office located at 20869 Pinar Trail, Boca Raton, Florida 33433 (hereinafter sometimes referred to as the "surviving corporation");

WITNESSETH THAT:

WHEREAS, **AMERICLEAN DRY CLEANING CENTERS, INC.** and **UNITED AFRICAN LOGISTICS, INC.** (hereinafter jointly referred to as the "constituent corporations") desire to merge into a single corporation;

NOW THEREFORE, the constituent corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of their Merger and the mode of carrying the same into effect, as follows:

ARTICLE I

THE MERGER

1. Immediately following execution hereof, each of the parties shall call a meeting of its Board of Directors which by resolution, shall approve and adopt this Plan and Agreement of Merger as a plan of reorganization within the provisions of Section 368 (a) (1) (A) of the Internal Revenue Code.

2. (a) Pursuant to the provisions of Section 607.1103 of the Florida Corporation Law approval of the shareholders of both constituent corporation is required. This Plan and Agreement of Merger shall be submitted to the shareholders for approval.

(b) Pursuant to the provisions of Section 253 of the Florida General Corporation Law approval of the shareholders of Gemma Global, Inc. (Florida) is not required under the circumstances. Notwithstanding, such Plan and Agreement of Merger shall be submitted to the majority shareholder(s), for approval pursuant to the provisions of Section 228 of the Florida General Corporation Law.

(c) Howard Levine, the sole stockholder of AMERICLEAN DRY CLEANING CENTERS, INC. hereby waives any and all mailing of this Plan and Agreement of Merger prior to the filing of the Articles of Merger.

(d) The Merger contemplated by this Plan and Agreement of Merger shall automatically become effective upon the filing of the Articles of Merger with the Florida Secretary of State.

3. Upon effectiveness of this Plan and Agreement of Merger, UNITED AFRICAN LOGISTICS, INC. shall merge AMERICLEAN DRY CLEANING CENTERS, INC. into itself and AMERICLEAN DRY CLEANING CENTERS, INC. shall merge into and with UNITED AFRICAN LOGISTICS, INC. which shall be the surviving corporation and UNITED AFRICAN LOGISTICS, INC. shall continue for all purposes while the separate existence of AMERICLEAN DRY CLEANING CENTERS, INC. shall cease.

4. Following effectiveness of this Plan and Agreement of Merger, the officers of the surviving corporation shall prepare, execute, and file Articles of Merger with the Florida Secretary of State and take all other actions necessary to formalize the Merger, pursuant to the applicable sections of the corporation laws of Florida.

5. Upon the Merger becoming effective:

(a) The Articles of Incorporation of UNITED AFRICAN LOGISTICS, INC. as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Certificate of

Incorporation of the surviving corporation.

(b) The Bylaws of UNITED AFRICAN LOGISTICS, INC. as in effect on the date of the Merger becoming effective shall continue in full force and effect as the Bylaws of the surviving corporation.

(c) The directors and officers of the merging corporation shall become and be the directors and officers of the surviving corporation and serve until the next annual meeting of its shareholders and until their successors shall have been elected and qualified.

(d) All the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merging corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merging corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively.

7. All rights of creditors and all liens upon any property of the constituent corporations shall be preserved unimpaired and all debts, liabilities, and duties of the merging corporation shall thenceforth attach to the surviving corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by such surviving corporation.

8. The merging corporation hereby agrees that, from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, documents, and instruments, and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merging corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the surviving corporation are fully authorized in the name of the merging corporation or otherwise to take any and all such action.

9. The issued and outstanding shares of Common Stock of AMERICLEAN DRY CLEANING CENTERS, INC. shall automatically be

exchanged, on a one-for-one basis for the shares of the Americlean Series of Convertible Preferred Stock of UNITED AFRICAN LOGISTICS, INC. which Series shall be designated in the Articles of Merger.

10. The surviving corporation shall pay all the reasonable and ordinary expenses of carrying this Agreement into effect and of accomplishing the Merger.

11. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights, and immunities of UNITED AFRICAN LOGISTICS, INC. shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of AMERICLEAN DRY CLEANING CENTERS, INC. (Florida) shall be merged into UNITED AFRICAN LOGISTICS, INC. and UNITED AFRICAN LOGISTICS, INC. shall, as the surviving corporation, be fully vested therewith. At the effective time of the Merger, the separate existence of AMERICLEAN DRY CLEANING CENTERS, INC. shall cease, and in accordance with the terms of this agreement the surviving corporation shall possess all the rights, privileges, powers, and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties, of each of the constituent corporations, and all and singular, the rights, powers, and franchises and all property, real, personal, and mixed, and all debts due on whatever account, including stock subscriptions, and all other things 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; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the merging corporation; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of Florida vested in such corporation, shall not revert or be in any way impaired by reason of the Merger. The surviving corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the constituent corporations, and any claim existing or action or proceeding pending by or against the merging corporation may be prosecuted as if the 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 the Merger, and all debts, liabilities, and duties of each of said constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

ARTICLE II

AMENDMENTS TO ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The following amendments shall be made, in the Articles of Merger, to the Articles of Incorporation of the surviving corporation upon the filing of the Articles of Merger:

1. The name of the corporation shall be changed to Americlean Dry Cleaning Centers, Inc.

2. From the authorized 2,000,000 shares of undesignated preferred stock there shall be designated a series of 600,000 shares, the "Americlean Series of Convertible Preferred stock" (the "Americlean Series"), which, with respect to all matters other than the election of directors, shall have 10 votes per share and, with respect to the election of directors, shall elect a majority of the Board of Directors. The Americlean Series shall receive such dividends as the Board of Directors may, from time to time, declare from funds lawfully available for the purpose. The Americlean Series shall be convertible at any time and from time to time at the option of the holder; however, the Americlean Series shall automatically convert to shares of common stock of the Company upon receipt by the Company of its audited financial statements for the fiscal year ended December 31, 2012, in either event as follows:

(a) The number of shares of common stock to be issued upon a conversion of the Americlean Series shall be determined by taking a percentage of the shares of common stock which will be issued and outstanding on a fully-diluted basis after the conversion and dividing that number of shares so determined by 600,000.

(b) The percentage of the shares of common stock shall be:

(i) if none of the following criteria of this subparagraph are met, 30%;

(ii) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of

conversion are at least \$1,475,000, 37.5%;

(iii) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$2,325,000, 45%;

(iii) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$3,250,000, 52.5%;

(iv) if the cumulative net profits after federal and state income taxes for the fiscal years ended prior to the date of conversion are at least \$4,250,000, 60%;

ARTICLE III MISCELLANEOUS

1. **NOTICES**. All notices to a party shall be deemed given when mailed by registered or certified mail to the address at the head of this Agreement or such other address as may be substituted therefor.

2. **INTEGRATION**. This Agreement is the entire Agreement among the parties and supersedes any prior agreement(s) among the parties with respect thereto except as herein specified. No alteration, modification, or waiver of term or condition hereof shall be binding unless in writing and signed by all parties.

3. **AMENDMENTS**. This Agreement may be amended only with the written approval of the party to be charged therewith; provided, however, that no such amendment may be made that would cause a breach of any warranty or representation herein.

4. **NO ASSIGNMENT**. This Agreement may not be assigned by either party or by operation of law or otherwise.

5. **CONSTRUCTION**. Whenever required by the context hereof: the masculine gender shall be deemed to include the feminine and neuter; and the singular member shall be deemed to include the plural. Time is expressly declared to be of the essence of this Agreement.

6. **INTERPRETATION**. It is the intent of the parties that this Agreement shall be construed and interpreted, and that all questions arising hereunder shall be determined in accordance with the provisions of the laws of the State of Florida.

7. **ARBITRATION**. Any controversy, claim or dispute arising out of or resulting from this Agreement, or the breach thereof, that cannot be resolved by negotiation, shall be resolved by arbitration, to be held in Deerfield Beach, Broward County,

Florida, in accordance with the rules and regulations of the American Arbitration Association. Failure of a party to participate or cooperate shall constitute grounds for default judgment. The arbitrator shall award legal fees and costs to the prevailing party. The decision of the arbitrator shall in each case, including awards and the allocation of costs, be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

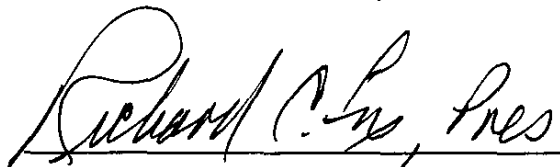
8. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, any one of which shall be deemed to be an original.

9. **BROKERS' OR FINDERS' FEES.** This merger is being done to merge the subsidiary merging corporation into the parent surviving corporation. No agent, broker, person, or firm acting on behalf of either party or any of their subsidiaries or under the authority of any of them is or will be entitled to any commission or broker's or finder's fee or financial advisory fee in connection with any of the transactions contemplated herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

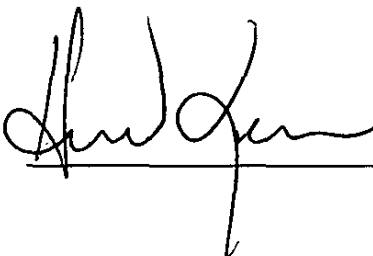
UNITED AFRICAN LOGISTICS, INC.

By:

Handwritten signature of Richard C. Lee, Pres, written over a horizontal line.

AMERICLEAN DRY CLEANING CENTERS, INC.

By:

Handwritten signature, likely of a representative of Americlean Dry Cleaning Centers, Inc., written over a horizontal line.