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MERGER OR SHARE EXCHANGE  
CARGO HOLDINGS INTERNATIONAL, INC.

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

of

**CHI ACQUISITION CORP.**

(a Florida corporation)

with and into

**CARGO HOLDINGS INTERNATIONAL, INC.**

(a Florida corporation)

Pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act, CHI ACQUISITION CORP., a Florida corporation (the "Parent"), and CARGO HOLDINGS INTERNATIONAL, INC., a Florida corporation (the "Surviving Corporation"), hereby adopt the following Articles of Merger for the purpose of merging the Parent with and into the Surviving Corporation (the "Merger"). 100% of the outstanding shares of capital stock of the Surviving Corporation are held by the Parent.


1. Pursuant to Section 607.1104 of the Florida Business Corporation Act, the Parent shall be merged with and into the Surviving Company in accordance with the Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, which is incorporated herein and constitutes part of these Articles of Merger.

2. The Merger shall be effective on the date of filing of these Articles of Merger with the Florida Department of State.

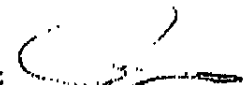
3. The Plan of Merger was adopted as of March 5, 2008 by the Boards of Directors of the Surviving Corporation and the Parent. Pursuant to Section 607.1104 of the Florida Business Corporation Act, approval of the shareholders of the Surviving Corporation was not required. The Plan of Merger was approved by the shareholders of the Parent on March 5, 2008.

IN WITNESS WHEREOF, each of the Surviving Corporation and the Parent have caused these Articles of Merger to be signed in their names and on their behalf by their respective authorized officers as of the 5th day of March, 2008.

**CHI ACQUISITION CORP.**

By:   
Name: Joseph C. Hete  
Title: President

**CARGO HOLDINGS INTERNATIONAL, INC.**

By:   
Name: Joseph C. Hete  
Title: Chairman of the Board

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**EXHIBIT A**  
**Plan of Merger**  
**Attached**

**AGREEMENT AND PLAN OF MERGER****of****CHI ACQUISITION CORP.****(a Florida corporation)****with and into****CARGO HOLDINGS INTERNATIONAL, INC.****(a Florida corporation)**

This AGREEMENT AND PLAN OF MERGER (the "Plan") is made and entered into as of the 5<sup>th</sup> day of March, 2008, by and between CHI ACQUISITION CORP., a Florida corporation (the "Parent") and CARGO HOLDINGS INTERNATIONAL, INC., a Florida corporation (the "Subsidiary" or the "Surviving Corporation"). The Parent and the Subsidiary are hereinafter sometimes referred to, collectively, as the "Constituent Corporations."

WHEREAS, 100% of the outstanding shares of the capital stock of the Subsidiary are held by the Parent; and

WHEREAS, the Subsidiary is a corporation duly organized and existing under the laws of the State of Florida with an authorized capital stock of 40,000,000 shares of Class A common stock, with a par value of \$0.001 per share and 40,950 shares of Class X Common Stock, with a par value of \$0.001 per share (the "Subsidiary Common Stock"), of which 18,834,633 shares of Class A Common Stock and 40,950 shares of Class X Common Stock are issued and outstanding as of the date of this Plan;

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Florida with an authorized capital stock of 40,040,950 shares of common stock, with a par value of \$0.001 per share (the "Parent Common Stock"), 28,816,880 shares of which are issued and outstanding as of the date of this Plan;

WHEREAS, the parties desire that the Parent merge with and into the Subsidiary in a manner that conforms to Section 607.1104 of the Florida Business Corporation Act ("FBCA").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree that, in accordance with the applicable statutes of the State of Florida, the Parent shall be merged with and into the Subsidiary, with the Subsidiary being the surviving entity, and that the terms and conditions of such merger (the "Merger"), the mode of carrying it into effect and the manner and basis of converting the shares effected by the Merger shall be as follows:

1. Merger. Upon the terms and conditions hereinafter set forth and in accordance with the FBCA, on the Effective Date, the Parent shall be merged with and into the Subsidiary and thereupon the separate existence of the Parent shall cease, and the Surviving Corporation shall continue to exist under and be governed by the FBCA.

2. Filing. The Surviving Corporation will cause Articles of Merger, in compliance with the provisions of applicable law, to be executed and filed with the Florida Department of State (the "Articles of Merger").

3. Effective Date. The Merger shall become effective when the Articles of Merger are filed with the Florida Department of State (the "Effective Date"), which date shall be no earlier than 30 days after the date on which the Parent shall have mailed a copy of this Plan to each shareholder of the Subsidiary who did not waive the mailing requirement or, if earlier, upon the waiver thereof by the holders of all of the outstanding shares of the Subsidiary.

4. Rights of the Surviving Corporation. As of the Effective Date: (a) the Parent and the Subsidiary shall become a single corporation and the separate corporate existence of the Parent shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Parent, which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Parent of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including, without limitation, all accounts receivable, bank accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Parent, shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Parent shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Corporations shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Corporations and all debts, liabilities and obligations of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it, provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Corporations, and (d) without limitation of the foregoing provisions of this Section 4, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Corporations, their shareholders, directors, committees elected or appointed by the shareholders or directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Corporations.

5. Articles of Incorporation, Bylaws and Officers and Directors of the Surviving Corporation. As of the Effective Date: (a) the Articles of Incorporation of the Subsidiary shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the Bylaws of the Subsidiary shall continue as the Bylaws of the Surviving Corporation until amended in the manner provided by law and (c) the officers and directors of the Subsidiary shall continue as the officers and directors of the Surviving Corporation.

6. Manner and Basis of Conversion of Interests.

(a) On the Effective Date, by virtue of the Merger and without any action on the part of the holders of the Parent Common Stock or the Subsidiary Common Stock: (i) each

share of Parent Common Stock outstanding immediately prior to the Merger shall be converted into one share of Class A Common Stock of the Surviving Corporation, (ii) each share of Subsidiary Common Stock outstanding immediately prior to the Merger held by Parent, as the sole shareholder of Subsidiary immediately prior to the Merger, shall, by virtue of the Merger and without any action on the part of the holder thereof, be extinguished and shall cease to exist, and shall not be converted into shares of the Surviving Corporation or the right to receive cash or any other property, and (iii) each right to acquire shares of Parent or Subsidiary shall be converted into a right to acquire shares of the Surviving Corporation on the same terms and conditions as the right to acquire shares in the Parent or Subsidiary.

(b) Each holder of record as of the Effective Date of a certificate or certificates ("Certificates"), which immediately prior to the Effective Date represent outstanding shares of the Parent Common Stock, shall have the right to surrender such Certificate to the Surviving Corporation and to receive therefor shares of Class A Common Stock in the Surviving Corporation in accordance with *Section 6(a)*.

7. Rights of Dissenting Shareholders of the Subsidiary. The shareholders of the Subsidiary who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares.

8. Entire Agreement. This Plan contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

9. Waivers and Amendments. This Plan may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by all parties to this Plan, or, in the case of a waiver, by the party waiving compliance.

10. Governing Law. This Plan shall be governed and construed in accordance with the internal laws of the State of Florida, without regard to the conflict of laws provisions thereof.

11. Headings. The headings in this Plan are for reference purposes only and shall not in any way affect the meaning or interpretation of this Plan.

12. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Plan shall in no way affect the validity or enforcement of any other provision or any part thereof.

13. Counterparts. This Plan may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one and the same document.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Plan as of the date first above written.

**CHI ACQUISITION CORP.**

By: 

Name: Joseph C. Hete  
Title: President

**CARGO HOLDINGS INTERNATIONAL, INC.**

By: 

Name: Joseph C. Hete  
Title: Chairman of the Board