

P99000102044

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July 17, 2002

Via FedEx

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

RE: Articles of Merger / Market Logistics, Inc.
Our File No. 16379/00001

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 JUL 18 PM 4:45

Dear Sir or Madam:

Enclosed for filing in your office please find the original and one copy of Articles of Merger in the above-referenced matter. Also enclosed please find our Firm check in the amount of \$78.75, which represents a filing fee of \$70.00 (\$35.00 for each entity) and \$8.75 for a certified copy. I have enclosed a return federal express envelope for your use in returning the certified copy and any other documentation to us.

Should you have any questions or if I may provide additional information, please do not hesitate to contact me. Thank you for your assistance.

Very truly yours,

Maurice D. Holloway

Maurice D. Holloway

MDH:slh
Enclosures

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*****78.75 *****78.75

*Merged
w/ NAME*

07/25/02

DL

ARTICLES OF MERGER
Merger Sheet

MERGING:

MARKET LOGISTICS, INC., a Florida corporation, P99000102044

INTO

MARKETING LOGISTICS ACQUISITION, INC.. a South Carolina entity not
qualified in Florida

File date: July 18, 2002

Corporate Specialist: Darlene Connell

**ARTICLES OF MERGER
OF
MARKET LOGISTICS, INC., a Florida corporation
INTO
MARKETING LOGISTICS ACQUISITION, INC., a South Carolina corporation**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 JUL 18 PM 4:45

I.

The respective Boards of Directors and the respective Shareholders of Market Logistics, Inc., a Florida corporation and of Marketing Logistics Acquisition, Inc., a South Carolina corporation have duly approved, and such corporations have executed, an Agreement and Plan of Merger, a copy of which is attached hereto and made a part hereof.

II.

Marketing Logistics Acquisition, Inc. shall be the surviving corporation and its name shall be changed to Market Logistics, Inc. as provided in the Agreement and Plan of Merger.

III.

Ten Thousand (10,000) Shares of the Common Stock of Marketing Logistics Acquisition, Inc., a South Carolina Corporation, equaling 100% of the issued voting stock of that corporation, were entitled to be cast on this plan. There are no separate voting groups. By Consent Certificate of Action Taken Without A Meeting dated November 30, 2001, the shareholders of Marketing Logistics Acquisition, Inc., a South Carolina corporation, voted unanimously to adopt and approve the Agreement and Plan of Merger.

IV.

One Thousand (1,000) Shares of the Common Stock of Market Logistics, Inc., a Florida corporation, equaling 100% of the issued voting stock of that corporation, were entitled to be cast on this plan. There are no separate voting groups. By a Consent Certificate

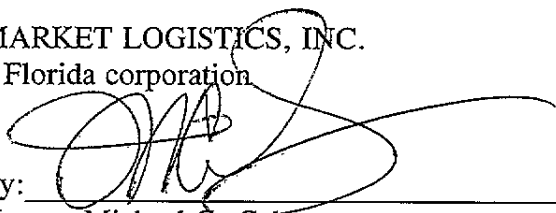
of Action Taken Without A Meeting dated November 30, 2001, the shareholders of Market Logistics, Inc., a Florida corporation, voted unanimously to adopt and approve the Agreement and Plan of Merger.

V.

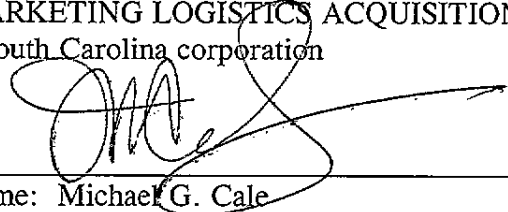
The merger shall be effective on the date these Articles of Merger are filed with the South Carolina Secretary of State.

IN WITNESS WHEREOF, Market Logistics, Inc., a Florida corporation and Marketing Logistics Acquisition, Inc., a South Carolina corporation, have caused these Articles of Merger to be executed by their respective, duly-authorized representatives this 30th day of November, 2001.

MARKET LOGISTICS, INC.
a Florida corporation

By: 
Name: Michael G. Cale
Its: President

MARKETING LOGISTICS ACQUISITION, INC.
a South Carolina corporation

By: 
Name: Michael G. Cale
Its: President

STATE OF SOUTH CAROLINA)
) AGREEMENT AND PLAN
COUNTY OF GREENVILLE) OF MERGER

THIS AGREEMENT AND PLAN ("Agreement" or "Plan") is made this 30th day of November, 2001, by and between MARKET LOGISTICS, INC., a Florida corporation (the "Merged Corporation"), and MARKETING LOGISTICS ACQUISITION, INC., a South Carolina corporation (the "Survivor").

WHEREAS, the parties have reached an understanding with respect to the merger of the Merged Corporation into the Survivor; and

WHEREAS, the parties desire to adopt a plan of reorganization in accordance with Sections 368(a)(1)(A) and (F) of the Internal Revenue Code of 1986, as amended, on the terms and conditions contained in this Agreement; and

WHEREAS, the boards of directors of the parties, by appropriate resolutions, have approved this Agreement as required by appropriate statutory provisions in their respective states and have recommended approval to their respective shareholders pursuant hereto;

NOW, THEREFORE, for and in consideration of the mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. NAMES OF CORPORATIONS TO MERGE

1. Merged Corporation.

The Merged Corporation is Market Logistics, Inc. The Merged Corporation is a Florida corporation.

2. Survivor.

The Survivor is Marketing Logistics Acquisition, Inc. The Survivor is a South Carolina corporation.

3. Name Change of Survivor.

Upon the filing of the Articles of Merger, the Survivor shall effect a name change from Marketing Logistics Acquisition, Inc. to Market Logistics, Inc.

II. DESIGNATION AND NUMBER OF SHARES

1. Merged Corporation.

The following shares of the Merged Corporation are issued and outstanding as of the date hereof: One Thousand (1,000) shares of Common Stock.

No change in this information is anticipated prior to the effective date of the merger.

2. Survivor.

The following shares of the Survivor are issued and outstanding as of the date hereof: Ten Thousand (10,000) shares of Common Stock.

No change in this information is anticipated prior to the effective date of the merger.

III. TERMS AND CONDITIONS

1. Shareholder Approval; Filing of Articles.

a. Shareholder Approval. The Merged Corporation and the Survivor shall, as soon as practicable and in accordance with their Articles of Incorporation and bylaws and applicable law, submit this Agreement and Plan to their respective shareholders for the purposes of considering and voting on this Agreement and Plan. Upon approval (as defined by the applicable state law of the respective corporations) of the Agreement and Plan, each corporation, through its directors, shall direct its officers to do all things necessary to implement the Plan, including but not limited to execution of articles of merger by the appropriate officers of each party in accordance with applicable law, transfer of assets and liabilities and the filing by the parties hereto in the appropriate governmental offices of such articles.

b. Effective Date. This merger shall be effective upon the filing of the Articles of Merger with the South Carolina Secretary of State and the Florida Secretary of State.

2. Merger.

a. The Survivor. On the Effective Date, the Merged Corporation shall be merged into the Survivor, the separate existence of the Merged Corporation shall cease upon filing of Articles of Merger with the Florida Secretary of State's office, and the Survivor shall survive, with the effect provided by Section 33-11-106 of the South Carolina Business Corporation Act of 1988, as amended.

b. Rights, Properties, Assets. On the Effective Date, the Survivor shall thereupon and thereafter possess all the rights, privileges, immunities, franchises, whether of a public or private nature, of the Merged Corporation; and the title to property and

assets, real and personal or mixed, tangible and intangible, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to the Merged Corporation, shall be taken and deemed transferred to and vested in the Survivor without further act or deed; and the title to any real estate and all other property, or any interest therein, of the Merged Corporation shall not revert or be in any way impaired by reason of the merger. The Merged Corporation and Survivor agree to execute and deliver instruments, bills of sale, promissory notes, bonds, mortgages, and like documents as may be required to effect the transfer of ownership interest and assume liabilities therefor.

- c. **Liabilities.** On and after the Effective Date, the Survivor shall be liable and responsible for all the liabilities and obligations of the Merged Corporation and the Survivor.
- d. **Articles; Bylaws.** The Articles of Incorporation and the bylaws of the Survivor shall be those of the survivor as in effect immediately prior to the Effective Date.
- e. **Law.** The Survivor shall be governed by the laws of the State of South Carolina.
- f. **Records of Merged Corporation.** The Merged Corporation agrees to transfer its corporate records, accounting books, administrative files and related documents to the Survivor as part of the merger transaction.

3. **Conditions Precedent.** The consummation of the merger shall be conditioned on the occurrence of the following on or before the Closing Date:

- a. **Shareholder Approval.** Approval of this Agreement and Plan by two-thirds (2/3) of the votes of the shares entitled to be cast by the shareholders of the Merged Corporation and the shareholders of the Survivor;
- b. **Approvals.** Procurement of any regulatory and financial institution consents, registrations and approvals and satisfaction of all other requirements prescribed by law which are necessary to the consummation of the transactions contemplated herein; provided, however, that no such consent or approval shall have imposed any conditions or requirements which would materially reduce the benefits to the parties of the transactions contemplated herein.

IV. CONVERSION OF SHARES

Conversion of Merged Corporation Shares. Each share of the capital stock of the Merged Corporation issued and outstanding immediately prior to the Effective Date ("Merged Corporation Share" or collectively "Merged Corporation Shares") shall, on the Effective Date, automatically be canceled upon the filing of the Articles of Merger with the Florida Secretary of State's office. Any shares of capital stock of the Survivor shall remain issued and outstanding.

V. MISCELLANEOUS

1. Termination; Amendment; Waiver.

- a. **Termination.** This Agreement may be terminated and the merger contemplated hereby may be abandoned at any time, notwithstanding approval thereof by the shareholders of either party, but prior to the Effective Date, by mutual written consent of the Board of Directors of both parties.
- b. **Effect of Termination.** In the event of the termination and abandonment of this Agreement, this Agreement shall thereafter be void and have no effect, without any liability on the part of any party or its directors, officers or shareholders. Nothing contained in this Section 5 shall relieve any party from liability from any breach of this Agreement or any liability for the return of information, documents and data provided for in this Agreement.
- c. **Amendment.** This Agreement may be amended by action taken by the Board of Directors of both parties at any time before or after approval of the merger by the shareholders of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of all the parties hereto by a duly authorized officer thereof.
- d. **Extension; Waiver.** At any time prior to the Effective Date, either party may extend the time for the performance of any of the obligations or other acts of the other; or waive compliance with any of the agreements of the other or with any conditions to its own obligations contained herein. Any agreement with respect to such an extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

2. **Securities Laws.** The parties and their shareholders acknowledge that this merger is a transaction not involving a public offering within the meaning of any federal and state securities laws and that any stock or securities to be issued by the Survivor to the shareholders of the Merged Corporation, and the offering thereof, have not been and are not required to be registered with or approved by any federal or state authorities regulating securities transactions.

3. **Entire Agreement; Assignment.** This Agreement and the Articles of Merger constitute the entire Agreement between the parties and supersede all other prior agreements and understandings, both written and oral, among the parties, and shall not be assigned by operation of law or otherwise.

4. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

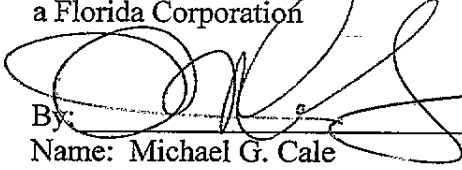
5. Severability. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

6. Expenses. All costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

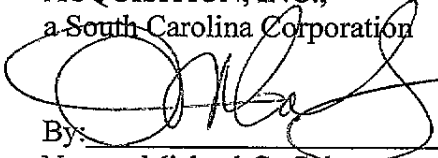
MERGED CORPORATION:

MARKET LOGISTICS, INC..
a Florida Corporation

By: 
Name: Michael G. Cale
Its: President

SURVIVOR:

MARKETING LOGISTICS
ACQUISITION, INC.,
a South Carolina Corporation

By: 
Name: Michael G. Cale
Its: President