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NO. 601 P. 1

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MERGER OR SHARE EXCHANGE

JTL Enterprises Inc.

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SECRETARY OF STATE P. 2  
DIVISION OF CORPORATIONS

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**ARTICLES OF MERGER**

**OF**

**JTL ENTERPRISES, INC.**

(a Florida Corporation)

**WITH AND INTO**

**JTL ENTERPRISES INC.**

(a Delaware Corporation)

Pursuant to Section 607.1105, Florida Statutes

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations enter into these Articles of Merger as follows:


- FIRST:** The name and jurisdiction of the surviving corporation is JTL ENTERPRISES INC., a Delaware corporation.
- SECOND:** The name and jurisdiction of the merging corporation is JTL Enterprises, Inc., a Florida corporation (Document Number L45327).
- THIRD:** The Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference in its entirety.
- FOURTH:** The merger shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida and a Certificate of Merger is filed with the Secretary of State of the State of Delaware.
- FIFTH:** The Plan of Merger was adopted by the board of directors of the surviving corporation on February 15, 2007, and shareholder approval was not required.
- SIXTH:** The Plan of Merger was adopted by the board of directors and shareholders of the merging corporation on February 15, 2007.

IN WITNESS WHEREOF, each of the constituent entities to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 15<sup>th</sup> day of February, 2007.

Surviving Corporation:

JTL ENTERPRISES, INC.,  
a Delaware corporation

ATTEST:

By:   
Name: Paul J. Lunter  
Title: Secretary

By:   
Name: Paul J. Lunter  
Title: President

Merging Corporation:

JTL ENTERPRISES, INC.,  
a Florida corporation

ATTEST:

By:   
Name: Paul J. Lunter  
Title: Secretary

By:   
Name: Paul J. Lunter  
Title: President

## EXHIBIT A

**AGREEMENT AND PLAN OF MERGER OF  
JTL ENTERPRISES INC. (A DELAWARE CORPORATION)**

**AND**

**JTL ENTERPRISES (A FLORIDA CORPORATION)**

**THIS AGREEMENT AND PLAN OF MERGER**, dated as of February 15, 2007 (the "**Agreement**"), is made by and between **JTL ENTERPRISES INC.**, a Delaware corporation ("**JTL Delaware**"), and **JTL ENTERPRISES, INC.**, a Florida corporation ("**JTL Florida**"). **JTL Delaware** and **JTL Florida** are sometimes referred to herein as the "**Constituent Corporations**."

**RECITALS**

JTL Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of Twenty Two Million Eight Hundred Thousand (22,800,000) shares of capital stock, consisting of Thirteen Million (13,000,000) shares of Class A Common Stock, \$0.001 par value per share, Three Million (3,000,000) shares of Class B Common Stock, \$0.001 par value per share, and Six Million Eight Hundred (6,800,000) shares of Series A Preferred Stock, \$0.001 par value per share. The rights, privileges and preferences of the Series A Preferred Stock are as stated in JTL Delaware's Certificate of Incorporation. As of the date hereof, 100 shares of Class A Common Stock of JTL Delaware are issued and outstanding, all of which are held by JTL Florida, and no shares of Series A Preferred Stock of JTL Delaware are issued and outstanding.

JTL Florida is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of Nine Hundred and 00/100 (900) shares of Common Stock, \$1.00 par value per share. As of February 15, 2007, Nine Hundred and 00/100 (900) shares of Common Stock of JTL Florida were issued and outstanding.

The Board of Directors of JTL Florida has determined that, for the purpose of effecting the reincorporation of JTL Florida in the State of Delaware, it is advisable and in the best interests of JTL Florida and its shareholders that JTL Florida merge with and into JTL Delaware upon the terms and conditions herein provided.

The respective Boards of Directors of JTL Delaware and JTL Florida have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, JTL Delaware and JTL Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

MERGER

1.1. Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law, and the Florida Business Corporation Act, JTL Florida shall be merged with and into JTL Delaware (the "Merger"), the separate existence of JTL Florida shall cease, and JTL Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware. JTL Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation." The name of the Surviving Corporation shall be JTL Enterprises Inc.

1.2. Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed: (i) this Agreement and the Merger shall have been adopted and approved by the Board of Directors of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Business Corporation Act; (ii) all of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; (iii) an executed Certificate of Ownership and Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and (iv) executed Articles of Merger meeting the requirements of the Florida Business Corporation Act shall have been filed with the Secretary of State of the State of Florida. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of JTL Florida shall cease and JTL Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers, and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and JTL Florida's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers, and property of JTL Florida in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities, and obligations of JTL Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities, and obligations of JTL Florida in the same manner as if JTL Delaware had itself incurred them, all is more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

ARTICLE II

CHARTER DOCUMENTS, DIRECTORS, AND OFFICERS

2.1. Certificate of Incorporation. The Certificate of Incorporation of JTL Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2. Bylaws. The Bylaws of JTL Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3. Directors and Officers. The directors of JTL Delaware immediately prior to the Effective Date of the Merger shall be the directors of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation. The officers of JTL Florida immediately prior to the Effective Date of the Merger shall be the officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### ARTICLE III

#### MANNER OF CONVERSION OF STOCK

3.1. JTL Florida Common Stock. Upon the Effective Date of the Merger, each One (1) share of JTL Florida Common Stock issued and outstanding immediately prior thereto, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares, or any other person, shall be converted into and exchanged for Four Thousand Three Hundred Fifty Five and 56/100 (4,355.56) fully paid and nonassessable shares of Common Stock of the Surviving Corporation.

3.2. JTL Florida Options and Employee Benefits.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option and related plans and all other employee benefit plans of JTL Florida. Each outstanding and unexercised option or other right to purchase JTL Florida Common Stock shall become an option or right to purchase the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each one (1) share of JTL Florida Common Stock issuable pursuant to any such option or related right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such JTL Florida option or related right at the Effective Date of the Merger.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options and related rights equal to the number of shares of JTL Florida Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.3. JTL Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of JTL Delaware issued and outstanding immediately prior thereto, by virtue of the Merger and without any action by JTL Delaware, the holder of such shares, or any other person, shall be canceled and returned to the status of authorized but unissued shares.

3.4. Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of JTL Florida Common Stock may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of JTL Florida Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of JTL Florida Common Stock were converted in the Merger as herein provided. The registered owner on the books and records of the Surviving Corporation of any shares of stock represented by such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above. Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of JTL Florida so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other such additional legends as agreed upon by the holder and the Surviving Corporation. If any certificate for shares of JTL Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to JTL Delaware any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of JTL Delaware that such tax has been paid or is not payable.

3.5. No Fractional Shares. No fractional shares of JTL Delaware Common Stock shall be issued upon conversion and exchange of JTL Florida Common Stock as herein provided. The Surviving Corporation shall round fractional shares to which the holder would otherwise be entitled to the nearest whole number.

#### ARTICLE IV

##### GENERAL

4.1. Covenants of JTL Delaware. JTL Delaware covenants and agrees that it will, on or immediately after the Effective Date of the Merger: (a) qualify to do business as a foreign corporation in the State of Florida and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of the Florida Business Corporation Act; and (b) take such other actions as may be required by the Florida Business Corporation Act.

4.2. Further Assurances. From time to time, as and when required by JTL Delaware or by its successors or assigns, there shall be executed and delivered on behalf of JTL Florida such deeds and other instruments, and there shall be taken or caused to be taken by JTL

Delaware and JTL Florida such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by JTL Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of JTL Florida and otherwise to carry out the purposes of this Agreement, and the officers and directors of JTL Delaware are fully authorized in the name and on behalf of JTL Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either JTL Florida or of JTL Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of JTL Florida or by the sole shareholder of JTL Delaware, or by both.

4.4. Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Delaware and Florida, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5. Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 15395 Roosevelt Boulevard, Clearwater, Florida 33760.

4.6. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.7. Counterparts and Facsimile or Electronic Signatures. This Agreement may be executed by facsimile or electronic signature and in any number of counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument.

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JTL ENTERPRISES

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**EXHIBIT A**

IN WITNESS WHEREOF, the parties hereto executed this Agreement and Plan of Merger as of the day and year first written above.

**JTL ENTERPRISES, INC.,**  
a Florida corporation

By: Paul J. Lunter  
Paul J. Lunter  
President

**JTL ENTERPRISES, INC.,**  
a Delaware corporation

By: Paul J. Lunter  
Paul J. Lunter  
President