

P04000091313

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

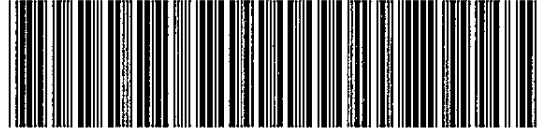
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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merged

FILED
04 JUL -7 PM 4:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
04 JUL -7 PM 12:50
STATE
TALLAHASSEE, FLORIDA

*AJR
7/7/04*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 793044 134074A

AUTHORIZATION

Patricia Pigatto

COST LIMIT : \$ 78.75

ORDER DATE : July 7, 2004

ORDER TIME : 11:02 AM

ORDER NO. : 793044-010

CUSTOMER NO: 134074A

CUSTOMER: Albert J. Vitto, Iii
Saraga & Lipshy, P.a.
201 Northeast First Avenue

Delray Beach, FL 33444

ARTICLES OF MERGER

J.H. AND ASSOCIATES, INC.

INTO

FLOIRDA J.H. AND ASSOCIATES,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

04 JUL -7 PM 4:39
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida J.H. and Associates, Inc.	Florida	P04000091313

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
J.H. and Associates, Inc.	New Jersey	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
June 28, 2004 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
June 28, 2004 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Florida J.H. and Associates, Inc.

Joan Handelman

Joan Handelman, President

J.H. and Associates, Inc.

Joan Hadelman

Joan Handelman, President

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of June 28, 2004 (the "**Agreement**"), between FLORIDA J.H. AND ASSOCIATES, INC., a Florida corporation (the "**FL Corp.**"), and J.H. AND ASSOCIATES, INC., a New Jersey Corporation (the "**NJ Corp.**") whereas the name of the Surviving Corporation shall be FLORIDA J.H. AND ASSOCIATES, INC., a Florida corporation.

WITNESSETH:

WHEREAS, the FL Corp. desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the NJ Corp. by means of a merger of the NJ Corp. with and into the FL Corp.;

WHEREAS, Section 14A:10-7 of the New Jersey statutes and Section 607.1107 of the Florida statutes authorize the merger of a foreign corporation with and into a domestic corporation;

WHEREAS, the NJ Corp. and the FL Corp. now desire to merge (the "**Merger**"), following which the FL Corp. shall be the surviving corporation;

WHEREAS, all shares of the FL Corp. shall remain unchanged before and after the merger has been completed;

WHEREAS, the FL Corp. has approved this Agreement and the consummation of the Merger; and

WHEREAS, the NJ Corp. has also approved this Agreement and the consummation of the Merger;

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the FL Corp. and the NJ Corp. shall determine, the FL Corp., which shall be the surviving entity, shall file the Articles of Merger in the form of **Exhibit A** hereto (the "**Articles of Merger**") with the Florida Department of State and make all other filings or recordings required by Florida law in connection with the merger. In addition to the above aforementioned filing with the Secretary of State of the State of Florida, the NJ Corp. shall file a Certificate of Merger substantially in the form of **Exhibit B** hereto (the "**Certificate of Merger**") with the Secretary of State of the State of New Jersey and make all other filings or recordings required by New Jersey law in connection

with the merger. The Merger shall become effective at such time as is specified in the Certificate of Merger and Articles of Merger as herein defined (the "Effective Time").

(b) At the Effective Time, the NJ Corp. shall be merged with and into the FL Corp., whereupon the separate existence of the NJ Corp. shall cease (the "Non-surviving Corporation"). The FL Corp. shall be the surviving corporation of the Merger (the "Surviving Corporation") in accordance with Section 14A:10-7 of the New Jersey statutes and Section(s) 607.0120, 607.1106, and 607.1109 of the Florida Statutes.

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) The entire interest in the NJ Corp. outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) The entire interest in the FL Corp. outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain an outstanding interest in the Surviving Corporation.

SECTION 1.03. Conversion of Shares. At the Effective Time:

(a) The manner and basis of converting and exchanging the shares of the NJ Corp. shall be as follows:

(1) On the effective date each issued share of the NJ Corp. shall become completely vested and merged into the FL Corp. and shall thenceforth represent one issued share of the FL Corp. without any further action on behalf of the holder of the shares.

(2) The issued shares of the Surviving Corporation shall not be converted or exchanged in any manner, but each said share which is issued at the Effective time and date of the merger shall continue to represent one issued share of the Surviving Corporation.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01. Certificate of Incorporation. The certificate of incorporation of the Surviving Corporation at the effective time and date of the merger in the jurisdiction of its organization shall be the certificate of incorporation of said Surviving Corporation and said certificate of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the Surviving Corporation.

SECTION 2.02. Bylaws of the Surviving Corporation. The Bylaws of the FL Corp. in effect on the effective date shall be the Bylaws of the Surviving Corporation until

they shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the FL Corp. shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the NJ Corp., and all of the assets and property of whatever kind and character of the NJ Corp. shall vest in the FL Corp. without further act or deed; thereafter, the FL Corp., as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the NJ Corp., and any claim or judgment against the NJ Corp. may be enforced against the FL Corp., as the Surviving Corporation, in accordance with Section 607.1106 of the Florida statutes.

SECTION 3.02. Further Assurances. If at any time the FL Corp. shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the NJ Corp., or otherwise to carry out the provisions hereof, the proper representatives of the NJ Corp. as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual written consent of the FL Corp. and the NJ Corp; or
- (b) by either the FL Corp., or the NJ Corp., if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the FL Corp. or the NJ Corp. from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of the FL Corp. and the NJ Corp. to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Time:

(a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(b) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the FL Corp. and the NJ Corp.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the FL Corp. and the NJ Corp., or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the FL Corp. and the NJ Corp. with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to principles of conflict of laws.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall

become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

ARTICLE VII

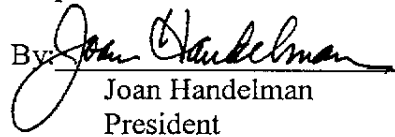
AUTHORIZATION TO COMPLETE MERGER

SECTION 7.01. Authorization to sign Agreement and Plan of Merger.

(a) The Board of Directors and the proper officers of the Non-Surviving Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts, and to make, execute, deliver, and/ or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this agreement herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FLORIDA J.H. AND ASSOCIATES, INC., a
Florida corporation

By: 
Joan Handelman
President

J.H. AND ASSOCIATES, INC., a New
Jersey corporation

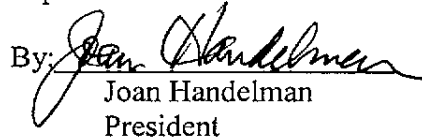
By: 
Joan Handelman
President

EXHIBIT "A"

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Florida J.H. and Associates, Inc.	Florida	P04000091313

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
J.H. and Associates, Inc.	New Jersey	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
June 28, 2004 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
June 28, 2004 and shareholder approval was not required.

(Attach additional sheets if necessary)

EXHIBIT "A"

Seventh: SIGNATURES FOR EACH CORPORATION

[illegible]

EXHIBIT "B"

UMC-2 11/03

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation
2. Name of Surviving Business Entity: Florida J.H. and Associates, Inc.
3. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name	Jurisdiction	Identification # Assigned by Treasurer (if applicable)
Florida J.H. and Associates, Inc.	Florida	
J.H. and Associates, Inc.	New Jersey	
4. Date Merger/Consolidation adopted: June 28, 2004
5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Outstanding Shares

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

-b Corp. Name Outstanding Shares

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

-c Corp. Name Outstanding Shares

If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐
6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State

Treasurer: Saraga & Lipshy, P.A. 201 First Avenue Delray Beach, FL 33444

Registered Agent in Florida

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

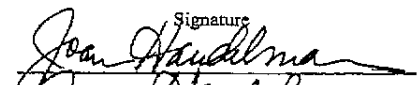
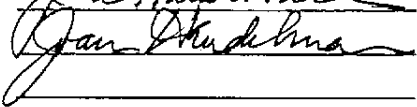
The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

EXHIBIT "B"

Certificate of Merger/Consolidation
UMC-2
Page 2

7. Effective Date (see inst.):

Signature	Name	Title	Date
	Joan Handelman	President	June 28, 2004
	Joan Handelman	President	June 28, 2004
_____	_____	_____	_____

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08625