

P05000160949

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

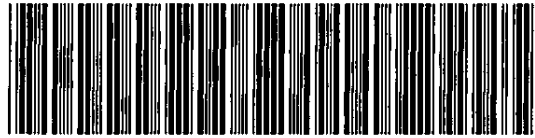
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600075373966

06/07/06--01007--009 **78.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 JUN -7 AM 10:13

Merger

06/14/06

DC

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Northeast Exchange Network, 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:

Lisa G. Caroselli

(Contact Person)

Northeast Exchange Network, Inc.

(Firm/Company)

650 SW Dalton Circle

(Address)

Port St. Lucie, FL 34953

(City/State and Zip Code)

For further information concerning this matter, please call:

Lisa G. Caroselli

(Name of Contact Person)

At (508) 776-5037 772-828-0835

(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

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, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Northeast Exchange Network, Inc.	Florida	P05000160949

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Northeast Exchange Network, Inc.	Massachusetts	

FILED
STATE
SECRETARY OF CORPORATIONS
06 JUN -7 AM 10:13

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 05 / 01 / 2006 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 May 1, 2006.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 May 1, 2006.

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

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Northeast Exchange Network, Inc. of FL

Lisa G. Caroselli

Lisa G. Caroselli, President

Northeast Exchange Network, Inc. of MA

Lisa G. Caroselli

Lisa G. Caroselli, President

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of May 1, 2006 by and among Northeast Exchange Network, Inc., a corporation organized and existing under the laws of Florida having an office at 650 SW Dalton Circle, Port St. Lucie, FL 34953 (Merging Corporation), and Northeast Exchange Network, Inc., a corporation organized and existing under the laws of Massachusetts having an office at 650 SW Dalton Circle, Port St. Lucie, FL 34953 (Merged Corporation).

WHEREAS, the authorized capital stock of the Merging Corporation consists of 200 shares of common stock, no par value, of which 200 shares were issued and outstanding as of the date hereof;

WHEREAS, the authorized capital stock of the Merged Corporation consists of 1,000 shares of common stock, no par value, of which 100 shares were issued and outstanding as of the date hereof;

WHEREAS, the respective Boards of Directors of the Merging Corporation and the Merged Corporation have deemed it advisable and to the advantage of the two corporations that the Merged Corporation merge into the Merging Corporation upon the terms and conditions herein provided;

WHEREAS, the Merging Corporation and the Merged Corporation intend that the merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors of the Merging Corporation and the Merged Corporation have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the shareholders of said corporations, respectively.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Corporation and the Merged Corporation hereby agree to merge in accordance with the following plan:

1. **Merger.** The Merged Corporation shall be merged with and into the Merging Corporation, and the Merging Corporation shall survive the merger, all as, and with the effect, provided by the corporation laws of Florida, and this Agreement and Plan of Merger. As soon as practicable after the shareholders of each of said corporations shall approve this Agreement and Plan of Merger, an appropriate Certificate of Merger shall be signed, verified and delivered for filing with each of the Secretary of the State of Florida. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the close of business on April 30, 2005 if the Certificate of Merger in each such state shall be filed prior to 5:00 p.m. local time on such date (hereinafter referred to as the Effective Time).

2. **Directors and Officers and Governing Documents.** The directors and officers of the Merging Corporation shall be the same upon the Effective Time as they are for the Merging Corporation immediately prior thereto. The Certificate of Incorporation of the Merging Corporation shall continue to be the Certificate of Incorporation of the Merging Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The by-laws of the Merging Corporation, as in effect at the Effective Time, shall continue to be the by-laws of the Merging Corporation as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. **Rights and Liabilities the Merged Corporation.** At and after the Effective Time, the Merging Corporation shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the Merged Corporation; any and all property, real, personal and mixed, and any and all debts due to the Merged Corporation on whatever account, and all other choses in action, and all and every other interest of either of the Merged Corporation shall be taken and transferred to and vested in the Merging Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of such corporations shall not prevent or be in any way impaired by reason of the merger.

4. **Further Assurances.** From time to time, as and when required by the Merging Corporation, there shall be executed and delivered on behalf of the Merged Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging Corporation the title to and possession of powers, franchises and authority of the Merged Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Merging Corporation are fully authorized in the name and on behalf of the Merged Corporation or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. **Stock of the Merged Corporation.** Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, (i) each share of the issued and outstanding Common Stock of the Merged Corporation held as of record by the Merging Corporation immediately prior thereto shall be changed and converted into one share of Common Stock of the Merging Corporation.

6. **Stock of the Merging Corporation.** Upon the Effective Time, by virtue of this Agreement and Plan of Merger, and without any action on the part of the holder thereof, each share of Common Stock of the Merging Corporation outstanding immediately prior thereto shall retain the status of an authorized and unissued share of Common Stock of the Merging Corporation.

7. **Stock Certificates.** At and after the Effective Time, each certificate representing shares of Common Stock of the Merged Corporation shall be exchanged for certificates representing an equal number of shares of Common Stock of the Merging Corporation. Promptly upon such exchange, the Merging Corporation shall cause to be canceled and retired each such certificate representing shares of Common Stock of the Merged Corporation issued pursuant to the immediately preceding sentence. Until so exchanged, canceled and retired, each such certificate, upon and after the Effective Time, shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to shareholders, to represent the number of shares of Common Stock of the Merged Corporation represented thereby.

8. **Employee Benefit Plans.** As of the Effective Time, the Merging Corporation shall assume all obligations of each of the Merged Corporation under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

9. **Book Entries.** As of the Effective Time, entries shall be made upon the books of the Merging Corporation in respect of this Agreement and Plan of Merger in accordance with the following:

(a) The assets and liabilities of each of the Merged Corporation immediately prior to the Effective Time shall be recorded on the books of the Merging Corporation at the same amounts at which they were carried on the books of the Merged Corporation immediately prior to the Effective Time.

(b) There shall be credited as stated capital in respect of the Common Stock of the Merging Corporation the aggregate amount of the par value of all shares of Common Stock of the Merged Corporation issued as a result of the conversion of the outstanding shares of Common Stock of the Merged Corporation into shares of Common Stock of the Merging Corporation pursuant to this Agreement and Plan of Merger.

(c) There shall be credited as surplus in respect of the capital account of the Merging Corporation the excess of: (i) the amount of the capital of each of the Merged Corporation in respect of the Common Stock of the Merged Corporation, plus the amount carried in the Capital Surplus account of the Merged Corporation immediately prior to the Effective Time over and (ii) the amount credited as stated capital in respect of the Common Stock of the Merged Corporation pursuant to paragraphs (b) and (c) of this Section 9.

(d) There shall be credited as surplus in respect of retained earnings of the Merging Corporation the aggregate of the amount carried in the Retained Earnings account of the Merged Corporation immediately prior to the Effective Time.

10. Appointment of Agent. The Merging Corporation hereby consents to service of process in Florida in any action or special proceeding for the enforcement of any liability or obligation of the Merged Corporation, and hereby irrevocably appoints the Secretary of State of each such jurisdiction as the Merging Corporation's agent to accept service of process in any action or special proceeding for the enforcement of any such liability or obligation. The address to which a copy of such process shall be mailed by the Secretary of State of each such jurisdiction is 650 SW Dalton Circle, Port St. Lucie, FL 34953 Attention: Secretary.

11. Amendment. At any time before or after approval and adoption by the shareholders of the Merged Corporation and prior to the Effective Time, this Agreement and Plan of Merger may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of the Merged Corporation to be necessary, desirable or expedient; provided, however, that, after approval of the shareholders of the Merged Corporation, such amendment may not materially and adversely affect the rights and interests of the shareholders of the Merged Corporation.

12. Abandonment. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the merger may be abandoned by the Board of Directors of the Merged Corporation, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of the Merging Corporation or by the shareholders of the Merged Corporation.

13. Counterparts. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority granted by the Board of Directors of the Merged Corporation and the Merging Corporation has caused this Agreement and Plan of Merger to be executed by its President and attested to by its Secretary or Assistant Secretary and its corporate seal to be affixed hereto, as of the date first above written.

ATTEST:

By:

Lisa Caroselli
Lisa Caroselli, Treasurer

ATTEST:

By:

Lisa Caroselli
Lisa Caroselli, Treasurer

Northeast Exchange Network, Inc.

By:

Lisa Caroselli
Lisa Caroselli, President

Northeast Exchange Network, Inc.

By:

Lisa Caroselli
Lisa Caroselli, President

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS AND SOLE STOCKHOLDER
OF NORTHEAST EXCHANGE NETWORK, INC.

The undersigned, constituting the Stockholders and all of the members of the Board of Directors of Northeast Exchange Network, Inc., a corporation organized and existing under the laws of Florida (Corporation), by consent in writing pursuant to the Corporation Law of Florida, do hereby consent to the following actions of the Corporation, all pursuant to the laws of Florida in lieu of a meeting:

RESOLVED, that the Corporation merge into itself Northeast Exchange Network, Inc., a corporation organized and existing under the laws of Florida; and it is hereby further

RESOLVED, that the Agreement and Plan of Merger in the form attached to these resolutions as Exhibit A be and it hereby is, approved and authorized in all respects; and it is hereby further

RESOLVED, that the officers of this Corporation be, and they hereby are, acting jointly or singly, authorized and directed to take such actions and to make, execute, deliver and file on behalf of this Corporation, such corporate papers, certificates, instruments and other documents as may be necessary or desirable to carry out the intent and purposes of the foregoing resolutions; and it is hereby further


RESOLVED, that this Unanimous Written Consent may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Approved as of May 1, 2006.

DIRECTORS:


Lisa G. Caroselli

STOCKHOLDERS:


Lisa G. Caroselli

• UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS AND SOLE STOCKHOLDER
OF NORTHEAST EXCHANGE NETWORK, INC.

The undersigned, constituting the sole Stockholder and all of the members of the Board of Directors of Northeast Exchange Network Inc., a corporation organized and existing under the laws of Massachusetts (Corporation), by consent in writing pursuant to the Corporation Law of Massachusetts, do hereby consent to the following actions of the Corporation, all pursuant to the laws Massachusetts in lieu of a meeting:

RESOLVED, that the Corporation merge into Northeast Exchange Network, Inc., a corporation organized and existing under the laws of Florida; and it is hereby further

RESOLVED, that the Agreement and Plan of Merger in the form attached to these resolutions as Exhibit A be, and it hereby is, approved and authorized in all respects; and it is hereby further

RESOLVED, that the officers of this Corporation be, and they hereby are, acting jointly or singly, authorized and directed to take such actions and to make, execute, deliver and file on behalf of this Corporation, such corporate papers, certificates, instruments and other documents as may be necessary or desirable to carry out the intent and purposes of the foregoing resolutions; and it is hereby further

RESOLVED, that this Unanimous Written Consent may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Approved as of May 1, 2006.

DIRECTORS:



Lisa Caroselli

STOCKHOLDERS:



Lisa Caroselli