

To:
Subject: 000264-99830

From: Ricky Soto

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Division of Corporations

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MERGER OR SHARE EXCHANGE

JMAR ENTERPRISES SOUTHEAST, INC.

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TALLAHASSEE, FLORIDA

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)
JMAR Enterprises Southeast, Inc.	Florida	P08000107603

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
JMAR Enterprises of Illinois, Inc.	Illinois	59354531
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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 11/24/08.

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 11/24/08.

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)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 24 day of November, 2008, by and between **JMAR ENTERPRISES OF ILLINOIS, INC.**, an Illinois corporation ("JMAR Illinois") and **JMAR ENTERPRISES SOUTHEAST, INC.**, a Florida corporation ("JMAR Florida"). JMAR Illinois and JMAR Florida are sometimes collectively referred to in this Agreement as the "Constituent Corporations" and are sometimes referred to individually as a "Constituent Corporation".

WITNESSETH:

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable and for the general welfare of such corporation and its shareholders that JMAR Illinois merge with and into JMAR Florida and that JMAR Florida merge JMAR Illinois with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, JMAR Illinois, by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, no par value, of which 116.2 shares are now issued and outstanding; and

WHEREAS, JMAR Florida, by its Articles of Incorporation, has an authorized capitalization of 10,000 shares of common stock, no par value, of which 116.2 shares are now issued and outstanding.

NOW, THEREFORE, the Constituent Corporations, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

1. PLAN OF MERGER.

The Constituent Corporations have agreed and do hereby agree each with the other that JMAR Illinois shall be merged with and into JMAR Florida, and that JMAR Florida shall merge JMAR Illinois with and into itself. JMAR Florida shall be the surviving corporation in the merger

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and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

2. **EFFECTIVE DATE.**

The merger provided for in this Agreement shall become effective and the Constituent Corporations shall be deemed to have merged as of the close of business on December 31, 2008 (the "Effective Date").

3. **MANNER OF CONVERTING SHARES.**

Pursuant to the merger, all of the outstanding shares of stock of JMAR Illinois will be cancelled. No new shares of stock in JMAR Florida will be issued. Each share of common stock of JMAR Florida that is issued and outstanding on the Effective Date shall continue and remain unchanged as one share of common stock of JMAR Florida.

4. **EFFECT OF THE MERGER.**

(a) **Existence of JMAR Illinois.** On the Effective Date, the separate existence of JMAR Illinois shall cease and it shall be merged with and into JMAR Florida. Thereupon, all the property, real, personal, and mixed, and all interest therein, of JMAR Illinois and all debts due to it, shall be transferred to and invested in JMAR Florida without further act or deed and without reversion or impairment. JMAR Florida shall thenceforth be responsible and liable for all the liabilities and obligations of JMAR Illinois.

(b) **Articles of Incorporation.** The Articles of Incorporation of JMAR Florida, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of JMAR Florida and shall not be changed or amended by the merger.

(c) **By-laws.** The By-laws of JMAR Florida as in effect on the Effective Date, shall continue in full force and effect as the By-laws of JMAR Florida and shall not be changed or amended by the merger.

(d) **Board of Directors; and Officers.** Until altered by the shareholders or directors, as the case may be, of JMAR Florida, the duly elected Board of Directors and officers of JMAR Florida shall continue to serve as the officers and directors of JMAR Florida and shall not be changed or otherwise affected by the merger.

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5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the shareholders of JMAR Illinois and JMAR Florida for approval. The unanimous affirmative vote of the holder of all of the shares of JMAR Illinois entitled to vote and the unanimous affirmative vote of the holder of all of the shares of JMAR Florida entitled to vote shall be required for such approval.

6. **REPRESENTATIONS AND WARRANTIES OF JMAR ILLINOIS.**

JMAR Illinois hereby represents and warrants to JMAR Florida that:

(a) **Organization and Standing.** JMAR Illinois is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Illinois.

(b) **JMAR Illinois' Authorized Capital Stock.** JMAR Illinois' authorized capital stock consists of 10,000 shares of common stock, no par value, of which 116.2 shares are issued and outstanding, fully paid and non-assessable. There are no options, warranties or rights outstanding to purchase shares of the common stock of JMAR Illinois.

(c) **Subsidiaries.** JMAR Illinois has no subsidiaries.

(d) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of JMAR Illinois. Except for the shareholder approval as required in Section 5 of this Agreement, no further corporate action is required of JMAR Illinois by the Illinois Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of such corporation, enforceable against such corporation in accordance with its terms.

(e) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or By-laws of JMAR Illinois, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of JMAR Illinois is subject or to which JMAR Illinois is a party.

(f) **No Liabilities.** Except to the extent previously disclosed to JMAR Florida, JMAR Illinois has no liabilities or obligations (secured, unsecured, contingent or otherwise) of any nature.

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7. **REPRESENTATIONS AND WARRANTIES OF JMAR FLORIDA.**

JMAR Florida hereby represents and warrants to JMAR Illinois that:

(a) **Organization and Standing.** JMAR Florida is a corporation duly organized and validly existing, with a status of active, under the laws of the State of Florida.

(b) **Authorized Capital Stock.** JMAR Florida's authorized capital stock consists of 10,000 shares of common stock, no par value, of which 116.2 shares are issued and outstanding.

(c) **Authority.** The execution, delivery and performance of this Agreement have been duly authorized and approved by the Board of Directors of JMAR Florida. Except for the shareholder approval as required by Section 5 of this Agreement, no further corporate action is required by the Florida Business Corporation Act or otherwise to make this Agreement a valid and binding agreement of JMAR Florida, enforceable against JMAR Florida in accordance with its terms.

(d) **No Violation.** The execution and delivery of this Agreement, and consummation of the merger, will not constitute or result in a breach, default or violation of any law, or the Articles of Incorporation or bylaws of JMAR Florida, or any indenture, mortgage, lease, agreement, order, judgment, decree, law or regulation to which any property of JMAR Florida is subject or to which JMAR Florida is a party.

9. **GENERAL PROVISIONS.**

(a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings.** The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses.** JMAR Florida shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination.** This Agreement may be terminated or amended by the mutual consent of the Boards of Directors of the Constituent Corporations, whether before or after approval of this Agreement by the shareholders of JMAR Illinois or JMAR Florida.

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desirable, in order more fully to vest in and confirm to JMAR Florida title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each corporation that is a party hereto has caused its duly authorized officer to execute this Agreement and Plan of Merger.

JMAR ENTERPRISES OF ILLINOIS, INC.

By: Marlene A. Viereck
Marlene A. Viereck, President

JMAR ENTERPRISES SOUTHEAST, INC.

By: Marlene A. Viereck
Marlene A. Viereck, President

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