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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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J. BRYAN OCT 29 2009

J. BRYAN

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EXAMINER

10

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Synchrotron Research, Inc.  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Dale A. Dettmer, Esq.

Contact Person

Krasny and Dettmer

Firm/Company

304 S Harbor City Blvd, Suite 201

Address

Melbourne, FL 32901

City, State and Zip Code

eprincipe01@hotmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Debra Campos

at ( 321 ) 723-5646

Name of Contact Person

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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1  
25.00 LLC  
35.00 Corp  
60.00 Total  
30.00 CC  
90.00 Total



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 29, 2009

DALE A. DETTMER, ESQ.  
KRASNY AND DETTMER  
304 S. HARBOR CITY BLVD., SUITE 201  
MELBOURNE, FL 32901

SUBJECT: SYNCHROTRON RESEARCH, INC.  
Ref. Number: P09000084908

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We have received your document for SYNCHROTRON RESEARCH, INC. and your check(s) totaling \$43.75. However, the document has not been filed and is being retained in this office for the following:

There is a balance due of \$46.25.

The fee to file is \$25.00 for LLC, \$35.00 for Corporation, and \$30.00 for certified copy

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan  
Regulatory Specialist II

Letter Number: 209A00034293

**ARTICLES OF MERGER  
OF  
E.L. PRINCIPE & ASSOCIATES LLC,  
a California limited liability company  
WITH AND INTO  
SYNCHROTRON RESEARCH, INC.,  
a Florida corporation**

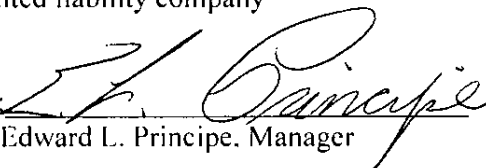
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E.L. Principe & Associates LLC, a California limited liability company ("Principe") and Synchrotron Research, Inc., a Florida corporation ("Synchrotron"), pursuant to the provisions of Section 608.4382, Florida Statutes, and the California Corporations Code 17550, hereby certify in connection with the merger of Principe into Synchrotron that:

1. The name and jurisdiction of the merging limited liability company is E.L. PRINCIPE & ASSOCIATES LLC, a California limited liability company (California File No. 200301810094).
2. The name and jurisdiction of the surviving corporation is SYNCHROTRON RESEARCH, INC., a Florida corporation (Florida Document No. P09000084908).
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".
4. The Agreement and Plan of Merger was approved by all of the Members of E.L. Principe & Associates LLC on October 21, 2009 in accordance with all applicable laws of the state of California under which it was organized.
5. The Agreement and Plan of Merger was approved by all of the shareholders of Synchrotron Research, Inc. on October 21, 2009 in accordance with the applicable provisions of Chapter 607, Florida Statutes.
6. The merger shall become effective upon filing in the Office of the Florida Secretary of State.

**IN WITNESS WHEREOF**, each of the undersigned has made and subscribed to the Certificate of Merger, this 21st day of October, 2009.

**E.L. PRINCIPE & ASSOCIATES LLC**, a California  
limited liability company

By:   
Edward L. Principe, Manager

**SYNCHROTRON RESEARCH, INC.**, a Florida corporation

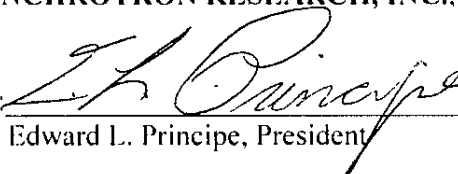
By:   
Edward L. Principe, President

Exhibit "A"

## AGREEMENT AND PLAN OF MERGER

This Agreement dated this 21<sup>st</sup> day of October, 2009, by and between E.L. PRINCIPLE ASSOCIATES LLC, a California limited liability company ("Principe") and SYNCHROTRON RESEARCH, INC., a Florida corporation ("Synchrotron").

### RECITALS:

A. The Members of Principe and the Shareholders of Synchrotron deem it advisable and in the best interests of both entities that Principe be merged with and into Synchrotron with Synchrotron being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The Members of Principe and the Shareholders of Synchrotron have unanimously approved the merger of Principe into Synchrotron in accordance with the provisions of Section 608.4382, Florida Statutes and the California Corporations Code, Section 17550.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I MERGER

1.1 Principe shall be merged with and into Synchrotron in accordance with the laws of the State of Florida and the State of California. The separate limited liability company existence of Principe shall thereby cease, and Synchrotron shall be the surviving company.

1.2 The surviving company shall be Synchrotron Research, Inc., a Florida corporation, having a business address of 2801 Albemarle St, Melbourne, FL 32901.

1.3 The effective date ("Effective Date") of the merger shall be that date when the Articles of Merger are filed in the office of the Florida Secretary of State, Tallahassee, Florida and the Certificate of Merger is filed with the California Secretary of State, Sacramento, California at which time the separate existence of Principe shall cease.

1.4 Synchrotron, the surviving company, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the articles of incorporation and bylaws of the merged entities. All of the rights, privileges, powers and franchises of Principe, of a public as well as of a private nature, and all property, real, personal and mixed of Principe, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in Synchrotron

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without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of Principe shall thereafter be as effectually the property of Synchrotron as was the case for Principe.

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**1.5** From and after the Effective Date, Synchrotron shall be subject to the duties and liabilities of a corporation organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or Synchrotron may be proceeded against or substituted in place of Principe. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of Synchrotron shall continue unaffected and unimpaired by the merger.

## **ARTICLE II TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

**2.1** The merger shall become effective upon the Effective Date.

**2.2** Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging limited liability partnership, or the limited liability company into Synchrotron, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to Synchrotron title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

## **ARTICLE III BYLAWS; SHAREHOLDERS**

The Bylaws of Synchrotron, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Bylaws of the surviving company until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to the Bylaws shall be effected by the merger.

**ARTICLE IV  
MANNER OF CONVERTING INTERESTS**

Each Member Unit of Principe shall, upon the Effective Date, be converted into shares of common stock of Synchrotron.

**ARTICLE V  
MISCELLANEOUS**

**5.1** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

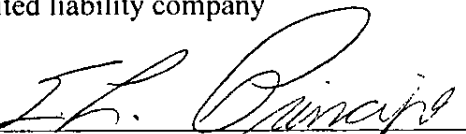
**5.2** In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

**5.3** This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.


**5.4** This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the member of Principe and by the shareholder of Synchrotron.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the date first stated above.

**E.L. PRINCIPE & ASSOCIATES LLC**, a California  
limited liability company

By:   
Edward L. Principe, Manager

**SYNCHROTRON RESEARCH, INC.**, a Florida corporation

By:   
Edward L. Principe, President

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