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MERGER OR SHARE EXCHANGE

8000A Corporation

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**Articles of Merger of**

**8000A Corporation, a New Jersey corporation,**

**into**

**8000A Corporation, a Florida corporation**

In accordance with Section 607.1105, Florida Statutes, the undersigned surviving corporation hereby submits the following Articles of Merger:

**Article I**

**Parties to Merger**

The names of the entities which are parties to the merger are 8000A CORPORATION, a New Jersey corporation, as the merging corporation (the "Merging Corporation"); and 8000A CORPORATION, a Florida corporation, as the surviving corporation (the "Surviving Corporation").

**Article II**

**Agreement and Plan of Merger**

By that certain Agreement and Plan of Merger dated August 24, 2010, a true and correct copy of which is attached hereto as Exhibit "A" and is hereby incorporated by reference herein (the "Plan of Merger"), the Merging Corporation shall merge with and into the Surviving Corporation, such that the Surviving Corporation shall continue under the laws of the State of Florida as the Surviving Corporation (the "Merger").

**Article III**

**Effective Date**

As provided under the Plan of Merger, the effective date of the Merger shall be upon the later of (i) the date of the filing of these Articles of Merger with the Department of State of the State of Florida or (ii) the date of the filing of the certificate of merger in connection the Merger with the Secretary of State of the State of New Jersey.

**Article IV**

**Date of Approval of Plan of Merger**

In accordance with the applicable provisions of the Florida Business Corporation Act and the New Jersey Business Corporation Act, the Plan of Merger was approved (i) by that certain Written Consent of the Sole Shareholder of the Surviving Corporation dated August 24, 2010, and (ii) by that certain Written Consent of the Sole Shareholder of the Merging Corporation dated August 24, 2010.

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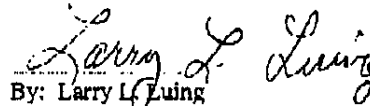
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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this  
24 day of August, 2010.

**SURVIVING CORPORATION:**

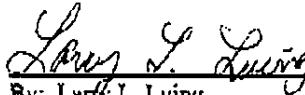
8000A Corporation, a Florida corporation



By: Larry L. Luong  
Its: President

**MERGING CORPORATION:**

8000A Corporation, a New Jersey corporation



By: Larry L. Luong  
Its: President

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Exhibit "A"

Plan of Merger

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this 24<sup>th</sup> day of August, 2010, by and between 8000A CORPORATION, a New Jersey corporation (the "Merging Corporation"), and 8000A CORPORATION, a Florida corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are referred to from time to time in this Agreement individually as a "Party", and collectively as the "Parties".

**RECITALS**

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of New Jersey;

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, pursuant to Section 607.1107(1) of the Florida Statutes, a foreign corporation may merge with and into a Florida corporation;

WHEREAS, pursuant to Section 14A:10-7(1) of the New Jersey Permanent Statutes, a New Jersey corporation may merge with and into a foreign corporation;

WHEREAS, the Parties have agreed to effectuate the merger of the Merging Corporation with and into the Surviving Corporation, such that the Surviving Corporation shall continue under the laws of the State of Florida as the surviving corporation;

WHEREAS, the sole member of the Board of Directors of the Merging Corporation has adopted this Agreement pursuant to that certain Written Consent of the Sole Member of the Board of Directors of the Merging Corporation dated August 24, 2010;

WHEREAS, the sole shareholder of the Merging Corporation has approved this Agreement pursuant to that certain Written Consent of the Sole Shareholder of the Merging Corporation dated August 24, 2010;

WHEREAS, the sole member of the Board of Directors of the Surviving Corporation has adopted this Agreement pursuant to that certain Written Consent of the Sole Member of the Board of Directors of the Surviving Corporation dated August 24, 2010; and

WHEREAS, the sole shareholder of the Surviving Corporation has approved this Agreement pursuant to that certain Written Consent of the Sole Shareholder of the Surviving Corporation dated August 24, 2010.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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1. **Representations and Warranties.** Each Party hereby represents and warrants to each other Party that the aforesaid recitals and statements are true and correct in all material respects, and such recitals and statements are hereby incorporated by reference into the terms of this Agreement.

2. **Merger.** Upon the later of (i) the date of the filing of the Articles of Merger (as defined below) with the Department of State of the State of Florida or (ii) the date of the filing of the Certificate of Merger (as defined below) with the Secretary of State of the State of New Jersey (the "Effective Date"), the Merging Corporation shall be merged with and into the Surviving Corporation, as a single corporation, upon the terms and conditions set forth in this Agreement, and the Surviving Corporation shall continue under the laws of the State of Florida as the surviving corporation (the "Merger").

3. **Terms and Conditions of Merger.** The Merger shall be effectuated upon the following terms and conditions:

a. **Manner and Basis of Converting Shares.** Upon the Effective Date, each share of common stock of the Merging Corporation that is issued and outstanding as of such date shall be cancelled without any consideration being paid therefor, and each share of common stock of the Surviving Corporation that is issued and outstanding immediately prior to such date shall continue to represent one share of common stock of the Surviving Corporation.

b. **Articles of Incorporation.** Upon the Effective Date, the Articles of Incorporation of the Surviving Corporation as filed with the Department of State of the State of Florida on August 23, 2010, shall be the Articles of Incorporation of the Surviving Corporation, until further amended, altered, or restated as provided by law.

c. **Bylaws.** Upon the Effective Date, the Bylaws of the Surviving Corporation as adopted pursuant to that certain Written Consent of the Sole Member of the Board of Directors of the Surviving Corporation dated August 23, 2010, shall be the Bylaws of the Surviving Corporation, until further altered, amended, or replaced or until new Bylaws are adopted as provided therein.

d. **Officers and Board of Directors.** Upon the Effective Date, the officers and Board of Directors of the Surviving Corporation prior to the Effective Date shall be the officers and Board of Directors of the Surviving Corporation from and after the Effective Date until their successors are elected and qualified, or until their earlier death, resignation, or removal from office.

e. **Transfer Books of Merging Corporation.** Upon the Effective Date, the transfer books of the Merging Corporation shall be closed and no transfer of shares of common stock of the Merging Corporation shall be made or consummated thereafter.

4. **Articles of Merger; Certificate of Merger.** In accordance with Section 607.1105 of the Florida Statutes, the Surviving Corporation shall deliver to the Department of State of the State of Florida articles of merger in the form set forth as Exhibit "A" (the "Articles of Merger"). In accordance with Section 14A:10-4.1(2) of the New Jersey Permanent Statutes, the Surviving Corporation shall deliver to the Secretary of State of the State

of New Jersey a certificate of merger in the form set forth as Exhibit "B" (the "Certificate of Merger"). In the event that the Surviving Corporation files the Certificate of Merger prior to filing the Articles of Merger, the Surviving Corporation shall file the Articles of Merger on or before the date that is ninety (90) days after the date of the filing of the Certificate of Merger.

5. **Execution of Instruments; Other Actions.** Each Party agrees to execute and deliver any and all necessary or proper instruments, and to take any and all necessary or proper actions, as may be necessary or proper to effectuate and carry out the purposes and intent of this Agreement and the Merger.

6. **Successor in Interest.** Upon the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Corporation; all debts due to the Merging Corporation of whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the Parties shall be effectively the property of the Surviving Corporation; the title to any real estate vested by deed or otherwise vested in the Merging Corporation shall not revert or be in any way impaired, by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Date; all debts, liabilities, and duties of the Merging Corporation as of the Effective Date shall attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties arising out of or relating to the Merger.

8. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida as applicable to agreements made and to be performed in such state, without reference to principles of conflicts or choice of law.

9. **Jurisdiction and Venue.** Each Party consents to the jurisdiction of the Circuit Court of Miami-Dade County, Florida, which shall exercise continuing jurisdiction for purposes of enforcing this Agreement. The Parties further agree that venue shall only be in the Circuit Court of Miami Dade County, Florida.

10. **Benefits; Binding Effect.** This Agreement shall be for the benefit of and binding on the Parties and their respective successors and assigns.

11. **Section Headings.** The Section, subsection and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

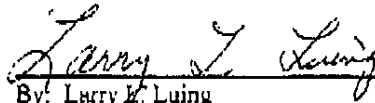
12. **Counterparts.** This Agreement may be executed in one or more counterparts and may be transmitted by facsimile or by electronic mail (with original signatures visible). Each such counterpart shall constitute an original and such counterparts collectively shall constitute one and the same original.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

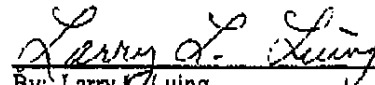
**SURVIVING CORPORATION:**

8000A Corporation, a Florida corporation

  
By: Larry L. Luong  
Its: President

**MERGING CORPORATION:**

8000A Corporation, a New Jersey corporation

  
By: Larry L. Luong  
Its: President

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