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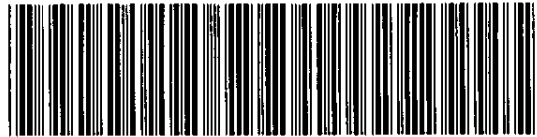
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STATE OF ARIZONA
DEPARTMENT OF REVENUE
TAX SERVICES

JAN 05 2017
C McNAIR

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Jay-Ess Express, 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:

Erum S. Kistemaker, Esq.

Contact Person

Kistemaker Business Law Group

Firm/Company

1651 N. Clyde Morris Blvd., Suite 1

Address

Daytona Beach, FL 32117

City/State and Zip Code

ekistemaker@e-kbusinesslaw.com

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

For further information concerning this matter, please call:

Erum S. Kistemaker, Esq.

Name of Contact Person

At (386) 310-7997

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

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12/12/2016

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ARTICLES OF MERGER
OF
JAY-ESS EXPRESS, INC., a Rhode Island corporation
WITH
JAY-ESS EXPRESS, INC., a Florida corporation

Pursuant to Section 607.1105, Florida Statutes (2016), the undersigned corporations affirm and adopt the following:

The Plan of Merger of Jay-Ess Express, Inc.; a for-profit Rhode Island corporation (hereinafter the "RI Corporation") and Jay-Ess Express, Inc., a for-profit Florida corporation (hereinafter the "FL Corporation") has been duly approved, as follows:

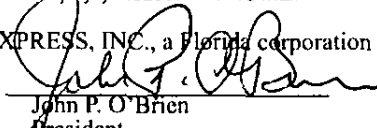
1. By unanimous approval of the Board of Directors of the RI Corporation at a meeting held on November 28, 2016, and by the shareholders of the RI Corporation at a meeting held on November 28, 2016.
2. By unanimous approval of the Board of Directors of the FL Corporation at a meeting held on November 28, 2016, and by the shareholders of the FL Corporation at a meeting held on November 28, 2016.
3. The surviving corporation shall be the FL corporation.
4. As to the FL corporation (surviving corporation), the Plan of Merger was adopted by a vote of 2 shareholders in favor and 0 shareholders opposed at a meeting of the surviving corporation held on November 28, 2016.
5. As to the RI corporation (merging corporation), the Plan of Merger was adopted by a vote of 1 shareholders in favor and 0 shareholders opposed at a meeting of the merging corporation held on November 28, 2016.
6. The Plan of Merger adopted by the corporations is attached herewith to these Articles of Merger.
7. The Articles of Incorporation of the surviving corporation are the Articles of Incorporation attached hereto, are and shall be the Articles of Incorporation of the surviving corporation.
8. The merger shall become effective on the date of the Articles of Merger are filed with the Florida Department of State, whichever occurs later, as provided in the Plan of Merger.

17 JUL-20 10:59:01 AM
JAY-ESS EXPRESS, INC.
JAY-ESS EXPRESS, INC.


12/12/2016

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JAY-ESS EXPRESS, INC., a Florida corporation

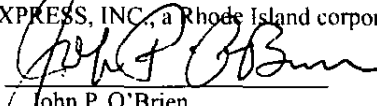
By: 
John P. O'Brien
President

Date: 12/13/16

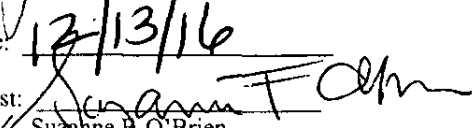
Attest: 
John P. O'Brien
Secretary

Date: 12/13/16

JAY-ESS EXPRESS, INC., a Rhode Island corporation

By: 
John P. O'Brien
President

Date: 12/13/16

Attest: 
Suzanne P. O'Brien
Secretary

Date: 12/13/16

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger was entered by and between Jay-Ess Express, Inc.; a for-profit Rhode Island corporation (hereinafter the "RI Corporation" or the "Merging Corporation") and Jay-Ess Express, Inc., a for-profit Florida corporation (hereinafter the "FL Corporation" or the "Surviving Corporation") and has been duly approved by both the RI Corporation and the FL Corporations, as set forth below. The principal office of the Merging Corporation is 8 Narragansett Street, North Kingston, RI 02852. The principal office of the Surviving Corporation is 2967 S. Atlantic Avenue, Suite 307, Daytona Beach Shores, Florida 32118. Erum Kistemaker, Esq. is the registered agent of the Surviving Corporation whom process against the Florida Corporation may be served.

WHEREFORE, the Merging Corporation is a duly organized and existing under the laws of the State of Rhode Island, incorporated thereunder on April 5, 1993 and

WHEREFORE, the Surviving Corporation is a corporation organized and existing under the laws of the State of Florida, incorporated thereunder on April 26, 2016 and,

WHEREFORE, both corporations were organized under their present names and such names have never been changed and,

WHEREFORE, the Merging Corporation currently has two shareholders. The Surviving Corporation currently has two shareholders.

ARTICLE I

The Boards of Directors of the Merging Corporation and the Board of Directors of the Surviving Corporation deem it to be to the benefit and advantage of each of said corporations and their respective shareholders that said corporations merge under and pursuant to the provisions of Section 607.1105 of the Florida Statutes and the Boards of Directors of each of the corporations, by resolution duly adopted, have approved this Agreement and Plan of Merger (sometimes herein called the "Agreement"), and the Directors of each have duly authorized the execution of same, and each of said Board of Directors has directed that the Agreement be submitted to a vote of the respective shareholders of the Merging and Surviving Corporations entitled to vote thereon (namely all of the shareholders of each) for the purpose, among others, of considering approval of the Agreement.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that, in accordance with Section 607.1105 of the Florida Statutes, the Merging Corporation shall be merged with and into the Surviving Corporation and that the terms and conditions of such merger and the mode of carrying it into effect are, and shall be, as herein set forth.

ARTICLE II

Except as herein specifically set forth, the corporate existence of the Surviving Corporation, with all its purposes, powers and objects shall continue in effect and unimpaired by the merger, and the corporate identity and existence, with all the purposes, powers and objects of the Merging Corporation shall be merged into the Surviving Corporation and the Surviving Corporation, as the corporation surviving the merger, shall be fully vested therewith. The separate existence and corporate organization of the Merging Corporation shall cease as soon as the merger becomes effective as herein provided and, thereupon, the Merging Corporation and the Surviving Corporation shall be a single corporation, to wit, the Surviving Corporation. This Agreement shall continue in effect and the merger shall become effective only if the Agreement is adopted by the shareholders of the corporations as provided in Article IX hereof. Upon such adoption, the Secretary of each corporation shall certify that the Agreement was adopted by that corporation. Thereupon, in compliance with the requirements of Section 607.1103 of the Florida Statutes, the Agreement shall be filed in the office of the Secretary of State of Florida.

The merger shall become effective when the necessary filing shall have been accomplished in Florida, or November 28, at 12:01 A.M., whichever occurs later. The date when the merger becomes effective is sometimes herein referred to as the "Effective Date of the Merger".

ARTICLE III

Upon the Effective Date of the Merger, the Articles of Incorporation of the Merging Corporation shall be the Articles of Incorporation of the Surviving Corporation. Said Articles of Incorporation are made a part of this Agreement and Plan of Merger with the same force and effect as if set forth in full. No amendments to the Articles of Incorporation are necessary to effectuate this Agreement.

ARTICLE IV

Upon the Effective Date of the Merger, the By-Laws of the Merging Corporation shall be the By-Laws of the Surviving Corporation, until the same shall be thereafter altered, amended or repealed in accordance with the law, the Articles of Incorporation and said By-Laws.

ARTICLE V

Upon the Effective Date of the Merger, the Surviving Corporation shall continue in existence and, without further transfer, succeed to and possess all the rights, privileges and purposes of the Corporations and all of the property, real and personal, including causes of action, duties, rights and remedies and every other asset of each of the Corporations shall vest in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all the liabilities, obligations, and penalties of the

Merging Corporation.

No liability or obligation due or to become due, claim or demand for any cause existing in favor or against either Corporation, or any member, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against the Merging Corporation, or any member, officer, director or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in any action or proceeding in place of the Merging Corporation.

If, at any time, the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in the Surviving Corporation the title of any property or rights of the Merging Corporation or otherwise to carry out the provisions thereof, the proper officers and directors of the Merging Corporation, as of the Effective Date of the Merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the provisions thereof.

ARTICLE VI

Upon the Effective Date of the Merger, each share in the Merging Corporation shall be and become converted into a share in the Surviving Corporation. Each member of the Merging Corporation shall be entitled to precisely the same rights he would enjoy if he held shares in the Surviving Corporation. No other conversion of obligations or securities will occur as a result of the merger. The funds of the Merging Corporation shall be held by the Surviving Corporation.

ARTICLE VII

The President of the Surviving Corporation at the Effective Date shall continue to serve as the President of the Surviving Corporation after the Effective Date of the merger because the President of the Surviving Corporation is the same individual as the President of the Merging Corporation at the Effective Date. The Vice-President of the Surviving Corporation at the Effective Date shall continue to serve as the Vice-President of the Surviving Corporation after the Effective Date of the merger because the Vice-President of the Surviving Corporation is the same individual as the Vice-President of the Merging Corporation at the Effective Date. The remaining Officers and Directors of the Surviving Corporation shall continue to serve until their successors have been elected, as provided in the By-Laws of the Surviving Corporation. If, on or after the Effective Date of the Merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation, or in any of the offices, such vacancy may be filled in the manner provided in the By-Laws of the Surviving Corporation.

ARTICLE VIII

All corporate acts, plans, policies, approvals, and authorizations of the Merging Corporation, its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents which were valid and effective immediately prior to the Effective Date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals, and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on the Merging Corporation. Such merger shall not, in itself, affect any other change in such plans or rights. The employees of the Merging Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of the Merging Corporation.

ARTICLE IX

This Agreement and Plan of Merger shall be submitted to the shareholders of the Merging Corporation, as provided by the applicable laws of the State of Rhode Island. The vote required for the adoption of this Agreement is the affirmative vote of the majority of the holders of the shares of those present and voting at a duly noticed meeting of the RI Corporation, provided that such approval constitutes approval by a majority of the shares of the corporation. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the Board of the Merging Corporation to be necessary to effect such merger.

This Agreement and Plan of Merger shall be submitted to the shareholders of the Surviving Corporation, as provided by the applicable laws of the State of Florida. The vote required for the adoption of this Agreement is the affirmative vote of the majority of the holders of the shares of those present and voting at a duly noticed meeting of the FL Corporation, provided that such approval constitutes approval by a majority of the shares of the corporation. In addition, consummation of the merger shall be subject to obtaining any consents or approvals determined by the Board of the Surviving Corporation to be necessary to effect such merger.

ARTICLE X

The Surviving Corporation hereby agrees that it may be served with process in any proceedings for enforcement of any obligation of the Merging Corporation as well as for the enforcement of any obligation resulting from the merger.

ARTICLE XI

This Agreement and the merger may be terminated and abandoned by resolution of the Board of Directors of the Merging Corporation and/or the Surviving Corporation, prior to the effective date of the merger. In the event of the termination and the abandonment of this Agreement and the merger pursuant hereto, this Agreement shall become void and of no further effect without any liability on the part of either of the corporations or their

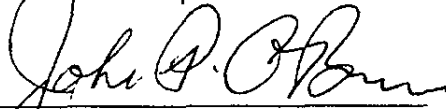
stockholders, directors or officers.

ARTICLE XII

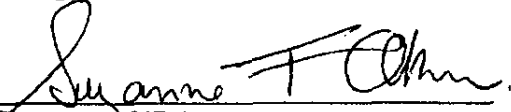
This Agreement and Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this Agreement and Plan of Merger, pursuant to authority duly given by the Board of Directors of each corporation, has caused these presents to be executed on its behalf by its President and attested to by its Secretary as of the day and year first hereinabove written.

Jay-Ess Express, Inc.
a Rhode Island corporation




John P. O'Brien
President

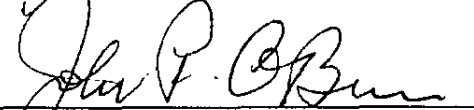


Suzanne O'Brien
Secretary

Jay-Ess Express, Inc.
a Florida corporation

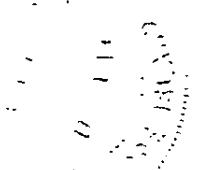


John P. O'Brien
President



John P. O'Brien
Secretary

11/28/16


Shirley J. O'Keefe
My Commission
expires 9-08-18