

Oct. 14. 2009 11:20AM  
Division of Corporations

No. 3673 P. 1  
Page 1 of 1

**PA4000065325**

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H09000219022 3)))



H090002190223ABCZ

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : TODD WATSON, ATTORNEY AT LAW  
Account Number : I19990000260  
Phone : (904) 739-9747  
Fax Number : (904) 739-9748

**L. SELLERS**

OCT 15 2009

**EXAMINER**

**MERGER OR SHARE EXCHANGE**

**JAY-BRY, Inc.**

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$60.00

RECEIVED

2009 OCT 14 AM 8:00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

09 OCT 14 AM 8:34

FILED

Electronic Filing Menu

Corporate Filing Menu

Help



October 14, 2009

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

JAY-BRY, INC.  
690 E. RHODE ISLAND AVE  
ORANGE CITY, FL 32763

SUBJECT: JAY-BRY, INC.  
REF: P94000065325

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The effective date must be specific and cannot be prior to the date of filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Leslie Sellers  
Regulatory Specialist II

FAX Aud. #: H09000219022  
Letter Number: 709A00032887

FILED

H09000219022 3

09 OCT 14 AM 8:34

**ARTICLES OF MERGER**

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**THESE ARTICLES OF MERGER** are submitted to merge the following Florida profit corporations and Florida limited liability company in accordance with Florida Statutes §607.1104, §608.438 and §§608.4381-608.4383.

1.0 **Parties.** The exact name, entity type, and jurisdiction for each merging party are as follows:

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Entity Type</u></b>
Celsius Group, LLC. (hereinafter referred to as "CGL")	Florida	Limited Liability Company
JAY-BRY, Inc. (hereinafter referred to as "JBI")	Florida	Corporation

2.0 **Surviving Entity.** The surviving entity shall be JAY-BRY, Inc., a Florida Corporation (hereinafter referred to as "JBI").

3.0 **Approval.** The attached Plan and Agreement of Merger was approved by JBI in accordance with the applicable provisions of Chapter 607 of the Florida Statutes. The attached Plan and Agreement of Merger was approved by CGL in accordance with the applicable provisions of Chapter 608 of the Florida Statutes. These Articles of Merger were unanimously approved by the managers and members of CGL and the directors and shareholders of JBI on September 24, 2009.

4.0 **Effective Date.** For state law purposes, the Effective Date of the merger shall be the date of filing the Articles with the Secretary of State.

5.0 **Articles of Incorporation.** The Articles of Incorporation of JBI, as amended, shall be the Articles of Incorporation of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof. Such Articles of Incorporation shall constitute the Articles of Incorporation of JBI separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of JBI.

6.0 **Further Assurance of Title.** If at any time JBI shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to JBI any right, title, or interest of CGL held immediately prior to the Effective Date, CGL and its proper Managers, Officers and Members shall and will execute and deliver all such acknowledgments or

H09000219022 3

assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in JBI as shall be necessary to carry out the purposes of these Articles of Merger, and JBI through its Officers, as directed by its Board of Directors are fully authorized to take any and all such action in the name of JBI or otherwise.

7.0 Exchange of Existing Interests. As of the Effective Date and immediately prior to the merger, CGL has one hundred (100) issued and outstanding members interests of a single class. CGL does not have any other issued and outstanding interests of any class or kind. Upon the Effective Date, all of the issued and outstanding members interests of CGL shall be retired and canceled and one fully paid and non-assessable shares of the outstanding common stock of JBI shall be issued to each stockholder of CGL in exchange for each share of common stock of CGL owned by the stockholder.

8.0 Conversion of Outstanding Interests. Upon the Effective Date of the merger, each of the issued and outstanding members interests of CGL and all rights in respect thereof shall be converted into one fully paid and non-assessable share of the outstanding common stock of JBI as provided above, with all rights and interests provided therein. Each certificate, statement or other instrument nominally representing ownership of members interests of CGL shall for all purposes be deemed to evidence the ownership of one share of JBI. The holders of such certificates, statements or other instruments shall not be required immediately to surrender the same in exchange for shares of JBI but, as certificates, statements or other instruments nominally representing shares of CGL, JBI will cause to be issued therefor certificates for the appropriate number of shares of the outstanding common stock of JBI.

9.0 Book Entries and Taxes. CGL and JBI will treat the merger of CGL into JBI as a tax free statutory merger as provided in §368(a)(1)(A). The Employer Identification Number (EIN) of JBI shall be the EIN of the surviving entity. As of the Effective Date the assets and liabilities of CGL shall be recorded on the books of JBI at the amounts at which they were carried on the books of CGL, immediately prior to the Effective Date.

10.0 Directors. The directors of JBI following the Effective Date shall be as follows:

Charles L. Coker, Jr.  
1265 Bramley Lane  
Deland, Florida, 32720

Steven D. Longino  
2493 Molly Lane  
Fleming Island, Florida 32008

H09000219022 3

Donald D. Roberts, Sr.  
3153 Bridlewood Lane  
Jacksonville, Florida, 32257

11.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

H09000219022 3

**EXECUTION**

On this 24<sup>th</sup> day of September, 2009, Donald D. Roberts, as Manager of Celsius Group, LLC, a Florida limited liability company, declares under penalties of perjury that the facts stated herein are true and correct.

Celsius Group, LLC, a Florida Limited Liability Company

By:   
Donald D. Roberts, as its Manager

On this 24<sup>th</sup> day of September, 2009, Charles L. Coker, Jr., as president of JAY-BRY, Inc., a Florida corporation, declares under penalties of perjury that the facts stated herein are true and correct.

JAY-BRY, Inc., a Florida Profit Corporation

By:   
Charles L. Coker, Jr., as its President

## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER is executed on the 24<sup>th</sup> day of September, 2009, by and between Celsius Group, LLC, a Florida Limited Liability Company (hereinafter referred to as "CGL") and JAY-BRY, Inc., a Florida corporation (hereinafter referred to as "JBI").

The Parties to this Plan and Agreement of Merger agree as follows:

### **ARTICLE 1.0 MERGER OF CGL INTO JBI**

Upon the effective date (as defined in Article 4.0) CGL shall be merged with and into JBI and the separate existence of CGL shall cease. JBI (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The address of the registered or principal office of the Surviving Entity in Florida is 690 E. Rhode Island Avenue, Orange City, Florida, 32763 and the mailing address of the Surviving Entity is 690 E. Rhode Island Avenue, Orange City, Florida, 32763.

### **ARTICLE 2.0 CERTIFICATE OF ORGANIZATION**

The Articles of Incorporation of JBI as amended shall be the Articles of Incorporation of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full.

### **ARTICLE 3.0 STATUS AND CONVERSION OF INTEREST INTO STOCK**

On the effective date and immediately prior to the merger, CGL has One Hundred (100) issued and outstanding members interests of a single class. Upon the merger all of the issued and outstanding members interests currently held by the members of CGL shall be retired and terminated and in exchange for each member's interest, the members of CGL shall receive one fully paid and non-assessable shares of common stock of JBI. After the effective date, each member of CGL may surrender their interests to JBI and shall be entitled to receive in exchange therefore a certificate or statement representing their appropriate number of shares of common stock in JBI. As of the effective date, immediately prior to the merger, the issued and outstanding member's interests of CGL shall be held as follows:

<b>MEMBER</b>	<b># OF INTEREST</b>	<b>% OF INTEREST</b>
Donald D. Roberts, Sr.	40	40
Steven D. Longino	60	60

As of the effective date, immediately prior to the merger, the issued and outstanding common stock of JBI shall be held as follows:

<b>SHAREHOLDER</b>	<b># OF SHARES</b>	<b>% OF SHARES</b>
Charles L. Coker, Jr.	100	100%

As of the effective date, immediately after the merger, the issued and outstanding common stock of JBI shall be held as follows:

<b>SHAREHOLDER</b>	<b># OF SHARES</b>	<b>% OF SHARES</b>
Charles L. Coker, Jr.	100	50%
Steven D. Longino	60	30%
Donald D. Roberts, Sr.	40	20%

#### **ARTICLE 4.0 SHAREHOLDERS APPROVAL; EFFECTIVE DATE**

This Agreement shall be submitted for approval to all members of CGL and all shareholders of JBI, respectively, at meetings thereof held on or prior to the effective date, (or such later date as the respective managers and boards of directors shall mutually approve), called and held separately in accordance with Florida law, as applicable. This Plan and Agreement of Merger shall be effective immediately upon its execution. For state law and federal income tax purposes the effective date of the merger shall be September 24<sup>th</sup>, 2009.

#### **ARTICLE 5.0 FURTHER ASSURANCE**

Before the effective date, CGL and JBI shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to



effectuate the merger as provided in this Agreement. In case, at any time after the effective date, JBI shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to JBI full title to and possession of all the properties, assets, rights, privileges and obligations of CGL, then the persons who were the directors, officers and shareholders of CGL as of the effective date shall take all such action and execute and deliver all such instruments as JBI may so determine to be necessary or desirable.

#### **ARTICLE 6.0 CERTAIN EFFECTS OF MERGER**

##### **6.1 Corporate and State Law Matters.**

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of CGL shall be possessed by JBI subject to the obligations and duties of CGL and all property, real, personal and mixed owned by and all debts due to CGL on whatever account shall be vested in JBI and shall thereafter be as effectually the property of JBI as they were of CGL and all liens upon any property of CGL shall be preserved unimpaired, and all debts, liabilities and duties of CGL shall upon the effective date attach to JBI and may be enforced against JBI to the same extent as if such debts, liabilities and duties had been incurred or contracted by JBI.

##### **6.2 Federal Tax Issues.**

For income tax purposes CGL is classified as a "S corporation" as provided in IRC Section 1361(a)(1).

For income tax purposes JBI is classified as a "S corporation" as provided in IRC Section 1361(a)(1).

CGL and JBI will treat the merger of CGL into JBI as a tax free statutory merger as provided in §368(a)(1)(A).

The surviving entity, JBI shall retain and be identified by its Employer Identification Number (EIN).

##### **6.3 Interim Business Activities.**

From and after the effective date of this agreement to the effective date of the merger, CGL and JBI shall both conduct their respective businesses and operations in its usual, regular and ordinary course of business consistent with past practice and shall use reasonable efforts to preserve intact their goodwill, maintain in effect all existing material qualifications, licenses, permits, approvals and other authorizations necessary for it to conduct business, keep available the services of their managers, directors, officers and

key employees and preserve existing relationships with all clients, insurance companies and other service providers with whom each conducts business.

#### **6.4 Existing Indebtedness.**

As provided in Section 6.1 above, upon the effective date, all debts, liabilities and duties of CGL shall become debts, liabilities and duties of JBI in the same manner and to the same extent as if such debts, liabilities and duties had been originally incurred or contracted by JBI. CGL and JBI each acknowledge that CGL has outstanding indebtedness to Derek Walton in the amount of \$6,500.00, Steven Longino in the amount of \$59,866.76 and Don Roberts in the amount of \$60,416.72, producing a total indebtedness in the amount of One Hundred Twenty Six Thousand Seven Hundred Eighty Three Dollars and Forty-eight cents (\$126,783.48), which debts and obligations shall become debts and obligations of JBI effective immediately upon completion of the merger.

### **ARTICLE 7.0 REGISTRATION SUBSEQUENT TO MERGER**

The parties unanimously agree that the merger of CGL into JBI qualifies for exemption from registration with the Securities and Exchange Commission.

### **ARTICLE 8.0 EXPENSES**

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by JBI.

### **ARTICLE 9.0 MISCELLANEOUS**

**9.1 Specific Performance.** The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

**9.2 Attorney Fees.** In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial

or appellate proceedings.

**9.3 Remedies.** All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

**9.4 Notices.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

**9.5 Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

**9.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**9.7 Modification.** No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

**9.8 Headings.** Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

**9.9 Governing Law.** The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida.

**9.10 Entire Agreement.** This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

**9.11 Benefit.** This Agreement shall not be assignable by either party.

**9.12 Gender and Number.** Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**ARTICLE 10.0 EXECUTION**

This Plan and Agreement of Merger has been approved by the Directors and Shareholders of JBI and by the Members and Managers of CGL and shall be effective on the date provided above.

On this 24<sup>th</sup> day of September, 2009, Donald D. Roberts, as president of Celsius Group, LLC, a Florida Limited Liability Company, declares under penalties of perjury that the facts stated herein are true and correct.

Celsius Group, LLC, a Florida Limited Liability Company

By:   
Donald D. Roberts, as its Manager

On this 24<sup>th</sup> day of September, 2009, Charles L. Coker, Jr., as president of JAY-BRY, Inc., a Florida corporation, declares under penalties of perjury that the facts stated herein are true and correct.

JAY-BRY, Inc., a Florida Profit Corporation

By:   
Charles L. Coker, Jr., as its President