

Document Number Only

P96000079356

C CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

400002828144--8

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*****70.00 *****70.00

CORPORATION(S) NAME

merger

JLL Ventures Corp

into:

JLL Ventures (Delaware) Corp.

- ☐ Profit
☐ NonProfit
☐ Limited Liability Company
☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merge

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Reinstatement

☐ Fict. Filing

☐ Limited Liability Partnership

☐ Certified Copy

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ UCC-1 UCC-3

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ Will Wait

☐ After 4:30

☒ Pick Up

Name	
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Acknowledgment	
W.P. Verifier	

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Thanks, Melanie

APR 2 -

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if possible.

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99 APR -2 PM 12:24

ARTICLES OF MERGER
Merger Sheet

MERGING:

JLL VENTURES CORP., a Florida corporation P96000079356
,

INTO

JLL VENTURES (DELAWARE) CORP., a Delaware corporation not qualified in
Florida.

File date: April 2, 1999

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER

**MERGER
BY AND AMONG
JLL VENTURES CORP.
AND
JLL VENTURES (DELAWARE) CORP.**

FILED
99 APR -2 PM 2:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 1105 of the Florida Business Organization Act, as amended (the "Act"), the undersigned, being the President of JLL Ventures (Delaware) Corp, a Delaware corporation, DOES HEREBY CERTIFY, on behalf of said corporation, that:

1. Parties to the Agreement and Plan of Merger. The Agreement and Plan of Merger (the "Merger Agreement") was made and entered into by and among JLL Ventures Corp., a Florida corporation ("JLL Florida") and JLL Ventures (Delaware) Corp., a Delaware corporation ("Acquiror") in the form attached as Exhibit A.

2. Surviving Corporation. JLL Florida shall be merged with and into Acquiror (the "Merger") and the separate corporate existence of JLL Florida shall cease, and Acquiror shall continue as the surviving corporation under the laws of the State of Delaware and will retain its name, JLL Ventures (Delaware) Corp., and its registered address of 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle.

3. Effective Date. The Merger will become effective at 12:01 a.m., EST, on March 26, 1999 or as of the filing of these articles of merger ("Articles of Merger") with the Secretary of State of the State of Florida, in accordance with the provisions of Section 1105 of the Act, and the confirmation by these Articles of Merger that the Merger is effective as of such filing date.

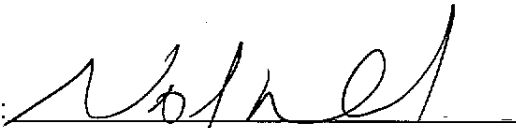
4. Adoption by Acquiror. In accordance with Sections 141 and 253 of the General Corporation Law of Delaware, the Merger Agreement was approved by the Board of Directors of Acquiror by unanimous written consent, dated March 25, 1999. Shareholder approval was not required for the approval of the Merger Agreement pursuant to Section 253 of the General Corporation Law of Delaware.

5. Adoption by JLL Florida. In accordance with Section 1107 of the Act, the Merger Agreement was approved and adopted by the shareholders of JLL Florida by the written consent of a majority of the shareholders entitled to vote, dated March 25, 1999 and by the Board of Directors of JLL Florida by unanimous written consent, dated March 25, 1999.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger on behalf of JLL Ventures (Delaware) Corp., as of this 25th day of March, 1999.

JLL VENTURES (DELAWARE) CORP

By:


Vincent Marold - President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of this 25th day of March, 1999, by and between JLL Ventures Corp., a Florida corporation ("JLL Florida"), and JLL Ventures (Delaware) Corp., a Delaware corporation ("JLL Delaware"). JLL Florida and JLL Delaware are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. JLL Delaware is a corporation duly organized and existing under the laws of the State of Delaware.

B. JLL Florida is a company duly organized and existing under the laws of the State of Florida.

C. On the date of this Merger Agreement, JLL Delaware has authority to issue: (i) 50,000,000 shares of Common Stock, par value \$0.0001 per share ("JLL Delaware Common Stock"), of which one share, held by JLL Florida, is issued and outstanding; and (2) 15,000,000 shares of Preferred Stock, par value \$0.0001 per share, of which no shares are issued and outstanding.

D. On the date of this Merger Agreement, JLL Florida has authority to issue: (i) 20,000,000 shares of Common Stock, par value \$0.001 per share, of which 1,000,000 shares are issued and outstanding ("JLL Florida Common Stock"); and (2) 1,000,000 shares of Preferred Stock, par value \$0.001 per share, of which no shares are issued and outstanding ("JLL Florida Preferred Stock");.

E. The respective Boards of Directors of JLL Delaware and JLL Florida have determined that, for the purpose of effecting the reincorporation of JLL Florida in the State of Delaware, it is advisable and to the advantage of such corporations and their respective shareholders that JLL Florida merge with and into JLL Delaware upon the terms and conditions herein provided.

F. The respective Boards of Directors of JLL Delaware and JLL Florida have approved this Merger Agreement and have directed that this Merger Agreement be submitted to the vote of their respective shareholders.

NOW, THEREFORE, in consideration of the mutual promises and on the terms and conditions set forth below, the mutuality, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that JLL Florida shall merge with and into JLL Delaware:

I. TERMS AND CONDITIONS

1.1 Merger. Upon the date this Merger Agreement is made effective in accordance with applicable Delaware and Florida law by filing a Certificate of Merger with the Delaware Secretary of State and filing a Certificate of Merger with the Florida Secretary of State (the "Effective Date"), JLL Florida shall be merged with and into JLL Delaware (the "Merger"), and JLL Delaware shall be the surviving corporation of the Merger.

1.2 Succession. Upon the Effective Date, the separate existence of JLL Florida shall cease and JLL Delaware shall succeed to all of the rights, privileges, powers and property of JLL Florida in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

1.3 JLL Florida Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof or the Constituent Corporations, each share of JLL Florida Common Stock issued and outstanding immediately prior thereto (other than dissenters' shares for which appraisal rights are perfected in accordance with section 607.1320 of the Florida Statutes of 1998 (the "Florida Statutes")) shall be changed and converted into one fully paid and nonassessable share of JLL Delaware Common Stock. All of the shares of JLL Florida Common Stock and JLL Florida Preferred Stock held in treasury shall be canceled on the Effective Date.

1.4 JLL Delaware Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof or the Constituent Corporations, each share of JLL Delaware Common Stock issued and outstanding immediately prior thereto shall be canceled.

1.5 Stock Certificates. Upon and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of JLL Florida Common shall be deemed for all purposes to evidence ownership of and to represent the shares of JLL Delaware Common Stock into which the shares of JLL Florida Common Stock represented by such certificates have been converted in the Merger. The registered owner on the books and records of JLL Florida or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to JLL Delaware or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of JLL Delaware Common Stock evidenced by such outstanding certificate as provided above.

1.6 Employee Benefit Plans. Upon the Effective Date, JLL Delaware will assume all obligations of JLL Florida under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of JLL Delaware as in effect immediately prior to the Effective Date shall continue in full force and effect thereafter as the Certificate of Incorporation of JLL Delaware without change or amendment, until such Certificate of Incorporation is duly amended in accordance with the provisions thereof and applicable law. The Bylaws of JLL Delaware in effect immediately prior to the Effective Date shall continue in full force and effect thereafter as the Bylaws of JLL Delaware without change or amendment, until such Bylaws are duly amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of JLL Delaware immediately prior to the Effective Date shall upon the Effective Date remain the directors of JLL Delaware and shall serve until the next annual meeting of shareholders of JLL Delaware and until their successors are duly elected and qualified or until their earlier resignation, removal or death.

2.3 Officers. The officers of JLL Delaware shall remain the officers of JLL Delaware upon the Effective Date and shall serve until their successors are duly elected and qualified or their earliest resignation, removal or death.

III. CONDITIONS TO CONSUMMATION OF THE MERGER

3.1 Conditions to Obligation of JLL Florida. The obligation of JLL Florida to consummate the Merger is subject to the satisfaction prior to the Effective Date of each of the following conditions:

(a) The Merger shall have been approved by the shareholders of JLL Florida in accordance with the Florida Statutes;

(b) All director, shareholder and other parties' consents and approvals, as well as filings with, and all necessary consents or approvals of, all federal, state and local governmental authorities and agencies, as are required under this Merger Agreement or applicable law to complete the Merger and the transactions related thereto shall have been secured; and

(c) No statute, rule, regulation, executive order, decree, injunction or restraining order shall have been enacted, promulgated, entered or enforced by any court of competent jurisdiction or governmental authority that prohibits or restricts the consummation of the Merger or transactions related thereto.

3.2 Conditions to Obligation of JLL Delaware. The obligation of JLL Delaware to consummate the Merger is subject to the satisfaction prior to the Effective Date of each of the following conditions:

(a) Payment or estimated payment of the fair value of the JLL Florida Common Stock held by shareholders of JLL Florida who properly exercise or intend to exercise

their dissenters' rights under Section 607.1320 of the Florida Statutes, shall not exceed an amount which, in the opinion of JLL Delaware's Board of Directors, constitutes an unacceptable cash cost in light of the current cash requirements of JLL Florida and the anticipated cash requirements of JLL Delaware as the surviving entity of the Merger;

(b) The Merger shall have been approved by the shareholders of JLL Delaware in accordance with the Delaware General Corporation Law, as amended ("DGCL");

(c) All director, shareholder and other parties' consents and approvals, as well as filings with, and all necessary consents or approvals of, all federal, state and local governmental authorities and agencies, as are required under this Merger Agreement or applicable law to complete the Merger and the transactions related thereto shall have been secured; and

(d) No statute, rule, regulation, executive order, decree, injunction or restraining order shall have been enacted, promulgated, entered or enforced by any court of competent jurisdiction or governmental authority that prohibits or restricts the consummation of the Merger or transactions related thereto.

IV. MISCELLANEOUS

4.1 Further Assurances. From time to time, as and when required by JLL Delaware or by its successors and assigns, there shall be executed and delivered on behalf of JLL Florida such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in JLL Delaware the title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of JLL Florida and otherwise to carry out the purposes of this Merger Agreement, and the proper officers and directors of JLL Delaware are fully authorized in the name and on behalf of JLL Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Amendment. At any time before or after approval by the shareholders of the Constituent Corporations and subject to applicable law, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of JLL Florida and JLL Delaware to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement; provided, however, that an amendment made subsequent to the adoption of this Merger Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof such Constituent Corporation; (2) alter or change any term of the Certificate of Incorporation of JLL Delaware to be effected by the Merger; or (3) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of either Constituent Corporation.

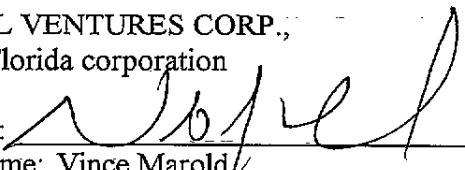
4.3 Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either JLL Florida or JLL Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of JLL Florida and JLL Delaware.

4.4 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Statutes.

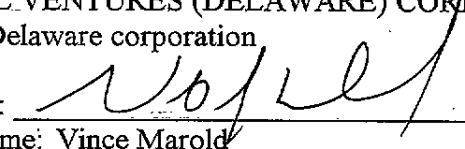
4.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the respective Boards of Directors of JLL Florida and JLL Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

JLL VENTURES CORP.,
a Florida corporation

By: 
Name: Vince Marold
Title: President

JLL VENTURES (DELAWARE) CORP.,
a Delaware corporation

By: 
Name: Vince Marold
Title: President