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October 25, 2001

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Marine Charter Enterprises Inc. (FL) into

Marine Charter Enterprises Inc. (NV)

Filing Evidence

- ☐ Plain/Confirmation Copy
☒ Certified Copy

Type of Document

- ☐ Certificate of Status
☐ Certificate of Good Standing
☐ Articles Only
☐ All Charter Documents to Include Articles & Amendments
☐ Fictitious Name Certificate
☐ Other

Retrieval Request

- ☐ Photocopy
☐ Certified Copy

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED
01 OCT 25 AM 11:51

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*****78.75 *****78.75

10/26/01

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ARTICLES OF MERGER
Merger Sheet

MERGING:

MARINE CHARTER ENTERPRISES, INC., a Fla corp. P96000090811

INTO

MARINE CHARTER ENTERPRISES, INC.. a Nevada entity not qualified in
Florida

File date: October 25, 2001

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

October 25, 2001

UCC Filing & Search Services, Inc.
526 East Park Avenue
Tallahassee, FL 32301

SUBJECT: MARINE CHARTER ENTERPRISES, INC.
Ref. Number: P96000090811

We have received your document for MARINE CHARTER ENTERPRISES, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Corporate Specialist

Letter Number: 401A00058838

RECEIVED
OCT 26 PM 3:19
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
MARINE CHARTER ENTERPRISES, INC.,
a Florida corporation

INTO
MARINE CHARTER ENTERPRISES, INC.,
a Nevada corporation

01 OCT 25 PM 4: 55
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted on behalf of the undersigned corporations pursuant to Section 607.1109 of the Florida Statutes and the Nevada Revised Statutes Section 92A.100, and their respective officers execute these Articles of Mergers in accordance with Section 607.0120 of the Florida Statutes and Nevada Revised Statutes Section 92A.230.

FIRST: The exact name, address of principal office, jurisdiction, and entity type of the merging party is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Marine Charter Enterprises, Inc. 3019 Mercy Drive, Suite E Orlando, FL 32808 Florida Document No.: P96000090811	Florida	Corporation
FEI Number: 59-3411762		

SECOND: The exact name, address of principal office, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Marine Charter Enterprises, Inc. 235 Crystal Springs Place Henderson, NV 89014 Nevada Registration No.: C23060-01	Nevada	Corporation
FEI Number: Applied For		

THIRD: The Plan of Merger by and between MARINE CHARTER ENTERPRISES, INC., a Nevada corporation, as (the "Surviving Corporation") and MARINE CHARTER ENTERPRISES, INC., a Florida corporation, as (the "Merging Corporation"), is attached hereto and incorporated herein as Exhibit "A" to these Articles of Merger, and the Plan of Merger meets the requirements of Sections 607.1101 through 607.1109 Florida Statutes and Nevada Revised Statutes Section 92A.100, and was approved by both domestic corporations that are the parties to the merger in accordance with said Florida Statutes and Nevada Revised Statutes. The date of adoption of the Plan of Merger by and between MARINE CHARTER ENTERPRISES, INC., a Nevada corporation, as (the "Surviving Corporation") and MARINE CHARTER ENTERPRISES, INC., a Florida corporation, as (the "Merging Corporation") shall be September 13, 2001.

FOURTH: The Surviving Corporation hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders of both domestic corporations that are parties to the merger.

FIFTH: The Surviving Corporation agrees to pay the dissenting shareholders of both domestic corporations that are parties to the merger the amount, if any, to which they are entitled under Section 607.1302 Florida Statutes and Nevada Revised Statutes Section 92A.315.

SIXTH: The Surviving Corporation has obtained the unanimous written consent of the Board of Directors of MARINE CHARTER ENTERPRISES, INC., a Nevada corporation, for the Plan of Merger pursuant to Section 607.1108(5) Florida Statutes and Nevada Revised Statutes Section 78.320.

SEVENTH: The Merging Corporation has obtained the written consent of the sole Shareholder of MARINE CHARTER ENTERPRISES, INC., a Florida corporation, and the unanimous written consent of the Board of Directors for the Plan of Merger pursuant to Section 607.1108(5) Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any corporation or its Articles of Incorporation that is a party to the merger.

NINTH: The merger shall become effective as of the 18th day of September, 2001.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

SIGNED this 13th day of September, 2001.

MARINE CHARTER ENTERPRISES, INC.,
a Nevada corporation ("Surviving Corporation")

By: P. Kevin Jaffe
P. Kevin Jaffe, President

MARINE CHARTER ENTERPRISES, INC.,
a Florida corporation ("Merging Corporation")

By: P. Kevin Jaffe
P. Kevin Jaffe, President

EXHIBIT "A"

PLAN OF MERGER

PLAN OF MERGER
OF
MARINE CHARTER ENTERPRISES, INC.,
a Florida corporation

AND

MARINE CHARTER ENTERPRISES, INC.,
a Nevada corporation

The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with Section 607.1108(5), is being submitted under Section 607.1109, and is executed in accordance with Section 607.0120 of Florida Statutes. In addition the Plan of Merger was adopted and approved as required under Nevada Revised Statutes Section 78.320, is being submitted in accordance with Section 92A.100 of the Nevada Revised Statutes, and is executed in accordance with Nevada Revised Statutes Section 92A.230.

I.

PARTIES

This Plan of Merger is made this 13th day of September, 2001, by and between MARINE CHARTER ENTERPRISES, INC., a Florida corporation (herein the "Merging Corporation") and MARINE CHARTER ENTERPRISES, INC., a Nevada corporation (herein the "Surviving Corporation").

II.

RECITALS

A. Merging Corporation desires to effectuate a statutory merger with Surviving Corporation, pursuant to the laws of the States of Florida and Nevada.

B. Merging Corporation has a total of One Million (1,000,000) authorized shares of capital stock, of which Ten Thousand (10,000) shares are validly issued, currently outstanding and are held by P. Kevin Jaffe, (the "Shareholder").

C. Surviving Corporation has a total of One Million (1,000,000) authorized shares of capital stock, of which no shares have been issued.

D. The Directors of both Merging Corporation and Surviving Corporation deem it desirable and in the best interests of the corporations and their shareholder that Merging Corporation be merged into Surviving Corporation, and the corporations respectively desire that they so merge under and pursuant to the laws of the States of Florida and Nevada.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and conditions contained therein, the parties hereto agree as follows:

III.

PLAN

3.1 Merger of Merging Corporation into Surviving Corporation. Merging Corporation shall be merged into Surviving Corporation, whereby MARINE CHARTER ENTERPRISES, INC., a Nevada corporation shall be the Surviving Corporation.

3.2 Manner of Merger. The manner and basis for cancellation of the outstanding shares of the Merging Corporation's capital stock shall be as follows:

(a) On the date on which the Articles of Merger are filed with the Florida Secretary of State (the "Effective Date"), all Ten Thousand (10,000) validly issued, duly authorized, and currently outstanding shares of Merging Corporation shall automatically, without action on the part of the Shareholder, be cancelled with no additional issuance of Surviving Corporation stock; and

(b) On and after the Effective Date, the Shareholders of stock certificates previously representing shares of Merging Corporation stock shall cease to have any rights as Shareholders of Merging Corporation.

(c) On and after the Effective Date, the total authorized, issued and outstanding shares of Surviving Corporation shall be the transferred shares from Merging Corporation which shall remain Ten Thousand (10,000) shares, all of which will be held by the sole Shareholder, P. KEVIN JAFFE.

3.3 Shareholder's Stock Ownership. On the Effective Date, Surviving Corporation shall confirm delivery to the sole Shareholder his stock certificate in Surviving Corporation representing the shares previously held in Merging Corporation before cancellation of the stock of Merging Corporation.

3.4 Cancellation of Shares Certificates. On the Effective Date, Merging Corporation shall cause to be delivered to Surviving Corporation the share certificates representing ownership of the stock of Merging Corporation to be cancelled, free and clear of all liens and encumbrances, and P. Kevin Jaffe, as President of Merging Corporation, acting in his capacity as President, shall cancel same share certificate by marking "CANCELLED" thereon.

3.5 Separate Existence. Upon the merger the separate existence of Merging Corporation shall automatically cease, without any further action and Surviving Corporation shall simultaneously succeed, without other transfer, to all the rights, interests, claims and property of Merging Corporation and Surviving Corporation shall be subject to all the debts and liabilities, contingent or otherwise, of Merging Corporation in the same manner as if Surviving Corporation had itself incurred them.

3.6 Directors and Officers. The directors and officers of Surviving Corporation on the Effective Date of the merger shall be as follows:

P. Kevin Jaffe

Director

P. Kevin Jaffe

President/Secretary/Chief Financial Officer

3.7 Conduct Prior to Merger. Beginning on the date hereof, neither of the constituent corporations shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business.

3.8 Approval. This Plan of Merger shall be submitted for the approval of the sole Shareholder of the constituent corporations in the manner provided by the applicable laws of the States of Florida and Nevada at meetings to be held on or before the Effective Date, or at such other time as the Board of Directors of the constituent corporations may agree.

3.9 Abandonment. This Plan of Merger may be abandoned by action of the Board of Directors of constituent corporations at any time prior to the Effective Date on the happening of either of the following events:

(a) If the merger is not approved by the sole Shareholder of either Merging Corporation or Surviving Corporation on or before the Effective Date; or

(b) If, in the judgment of the Board of Directors of either of Merging Corporation or Surviving Corporation, the merger would be impracticable due to the number of dissenting shareholders asserting appraisal rights under the laws of the States of Florida and/or Nevada.

IV.

REPRESENTATIONS AND WARRANTIES BY MERGING CORPORATION

MARINE CHARTER ENTERPRISES, INC., a Florida corporation, as the ("Merging Corporation"), makes the following representations and warranties to MARINE CHARTER ENTERPRISES, INC., a Nevada corporation, as the ("Surviving Corporation"):

(a) Merging Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Merging Corporation has no subsidiaries.

(c) Merging Corporation has the corporate power and authority to own and operate its properties and to carry on its business as now being conducted and is duly qualified as a corporation authorized to do business in every jurisdiction in which it owns or leases properties, or conducts any business, so as to require qualification.

(d) The authorized capital stock of Merging Corporation consists of One Million (1,000,000) shares of common capital stock, no par value, of which Ten Thousand (10,000) shares are validly issued and outstanding, fully paid and nonassessable. No shares are held as treasury stock.

(e) There are no outstanding subscriptions, options, warrants, calls, commitments or agreements to which Merging Corporation is a party or by which it is bound relating to its authorized or issued capital stock. The Shareholder has full right and title to his stock in Merging Corporation, free and clear of any lien or encumbrance whatsoever, and full and unrestricted right and power to transfer and deliver its stock in Merging Corporation for cancellation pursuant to the provisions of this Plan of Merger

without obtaining the consent or approval of any other person.

(f) As of the date of the merger of Merging Corporation and Surviving Corporation, the execution, delivery and consummation of this Plan of Merger will comply with all applicable law and will not conflict with or result in a breach of any of the unwaived terms of any agreement or instrument to which the Shareholder of Merging Corporation is party or by which he is bound, or constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance on, or give to others any interest or right in any of the stock of Merging Corporation.

(g) The conduct of the business of Merging Corporation is free from any notice or claim asserted or threatened of infringement of patents, trademarks, trade names, rights and copyrights of others.

(h) Merging Corporation has a good and marketable title to all of its assets free and clear of all liens, mortgages, conditional sale and other title retention agreements, pledges, assessments and other encumbrances of any nature except as disclosed on its financial statements.

(i) Merging Corporation is not a party to any written or oral (i) contract with any labor union, (ii) bonus, pension, profit-sharing, retirement, deferred compensation, savings, stock purchase, stock option, hospitalization insurance or other plan providing employees benefits, (iii) employment agency, consulting or similar contract which cannot be terminated by it in one hundred twenty (120) days or less, without cost, (iv) lease, whether as lessor or lessee, with respect to any property except for the current lease of its principal physical facilities, or (v) material contract not made in the ordinary course of business.

(j) Merging Corporation is not in default under any agreement, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a default.

(k) Merging Corporation has all licenses and permits (federal, state and local) required by governmental authority to own and operate its properties and to carry on its business as now being conducted, in every jurisdiction in which it owns or leases property or conducts any business, so as to require any licenses or permits. The licenses and permits which Merging Corporation has are in full force and effect and all operations are being conducted thereunder. No violations are or have been recorded in respect of the licenses or permits and no proceeding is pending or threatened looking toward the revocation or limitation of any of them. Merging Corporation has complied with all zoning, use, fire and occupational health and safety laws, rules, regulations and orders applicable to its business and is not in violation of any such laws, rules, regulations or orders the enforcement of which would materially and adversely affect its respective properties, assets, businesses or prospects.

(l) Merging Corporation is not in material default, or alleged to be in default, under any material agreement, contract, lease, mortgage, commitment, instrument or obligation and no other party to any agreement, contract, lease, mortgage, commitment, instrument or obligation to which Merging Corporation is a party which default would materially and adversely affect the properties, assets, business or prospects of Merging Corporation.

(m) Merging Corporation has filed all tax returns (federal, state and local) required to be filed by it, has paid all taxes shown to be due and payable on the returns or any assessments or penalties received by it and all other taxes (federal, state and local) due and payable by it. There are no audits

pending and there are no present disputes as to taxes of any nature payable by Merging Corporation.

(n) There are no suits, actions, claims, investigations of governmental bodies, or legal, administrative or arbitration proceedings pending, which if adversely determined would have a material adverse affect on the business, operations or financial positions of Merging Corporation or would prevent or hinder the consummation of the transactions contemplated by this Plan of Merger. There is no outstanding order, writ, injunction or decree of any court, governmental agency or arbitration tribunal materially affecting Merging Corporation or its respective properties, assets or businesses.

(o) Copies of the most recent, complete and accurate balance sheets and financial statements of Merging Corporation, prepared in accordance with generally accepted accounting principles applied on a basis consistent with that of preceding years, have been previously delivered to the parties hereto, and reference all debts, obligations and liabilities of Merging Corporation.

V.

REPRESENTATIONS AND WARRANTIES BY SURVIVING CORPORATION

MARINE CHARTER ENTERPRISES, INC., a Nevada corporation, as ("Surviving Corporation") represents and warrants:

(a) Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) Surviving Corporation has no subsidiaries.

(c) Surviving Corporation has the corporate power and authority to own and operate its properties and to carry on its business as now being conducted and is duly qualified and in good standing as a corporation authorized to do business in every jurisdiction in which it owns or leases properties, or conducts any business, so as to require qualification.

(d) The authorized capital stock of Surviving Corporation consists of One Million (1,000,000) shares of common capital stock, no par value, of which there are no shares issued and outstanding. No shares are held as treasury stock.

(e) There are no outstanding subscriptions, options, warrants, calls, commitments or agreements to which Surviving Corporation is a party or by which it is bound relating to its authorized or issued capital stock.

(f) As of the date of the merger of Surviving Corporation and Merging Corporation, the execution, delivery and consummation of this Plan of Merger will comply with all applicable law and will not conflict with or result in a breach of any of the unwaived terms of any agreement or instrument to which Surviving Corporation is a party or by which it is bound, or constitute a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance on, or give to others any interest or right in any of the stock of Surviving Corporation.

(g) The conduct of the business of Surviving Corporation is free from any notice or claim asserted or threatened of infringement of patents, trademarks, trade names, rights and copyrights of others.

(h) Surviving Corporation has good and marketable title to all of its assets free and clear of all liens, mortgages, conditional sale and other title retention agreements, pledges, assessments and other encumbrances of any nature except as disclosed on its financial statements.

(i) Surviving Corporation is not a party to any written or oral (i) contract with any labor union, (ii) bonus, pension, profit-sharing, retirement, deferred compensation, savings, stock purchase, stock option, hospitalization, insurance or other plan providing employees benefits, (iii) employment, agency, consulting or similar contract which cannot be terminated by it in one hundred twenty (120) days or less, without cost, (iv) lease, whether as lessor or lessee, with respect to any property except for the current lease of its principal physical facilities, or (v) material contract not made in the ordinary course of business.

(j) Surviving Corporation is not in default under any agreement, and no act or event has occurred which, with notice or lapse of time, or both, would constitute a default.

(k) Surviving Corporation has all licenses and permits (federal, state and local) required by governmental authority to own and operate its properties and to carry on its business as now being conducted, in every jurisdiction in which it owns or leases property or conducts any business, so as to require any licenses or permits. The licenses and permits which Surviving Corporation has are in full force and effect and all operations are being conducted thereunder. No violations are or have been recorded in respect of the licenses or permits and no proceeding is pending or threatened looking toward the revocation or limitation of any of them. Surviving Corporation has complied with all zoning, use, fire and occupational health and safety laws, rules, regulations and order applicable to its business and is not in violation of any such laws, rules, regulations or orders the enforcement of which would materially and adversely affect its respective properties, assets, businesses or prospects.

(l) Surviving Corporation is not in material default, or alleged to be in default, under any material agreement, contract, lease, mortgage, commitment, instrument or obligation and no other party to any agreement, contract, lease, mortgage, commitment, instrument or obligation to which Surviving Corporation is a party which default would materially and adversely affect the properties, assets, business or prospects of Surviving Corporation.

(m) Surviving Corporation has filed all tax returns (federal, state and local) required to be filed by it, has paid all taxes shown to be due and payable on the returns or any assessments or penalties received by it and all other taxes (federal, state and local) due and payable by it. There are no audits pending and there are no present disputes as to taxes of any nature payable by Surviving Corporation.

(n) There are no suits, actions, claims, investigations of governmental bodies, or legal, administrative or arbitration proceedings pending, which if adversely determined would have a material adverse effect on the business, operations or financial position of Merging Corporation or would prevent or hinder the consummation of the transactions contemplated by this Plan of Merger. There is no outstanding order, writ, injunction or decree of any court, governmental agency or arbitration tribunal materially affecting Surviving Corporation or its respective properties, assets or businesses.

(o) Copies of the most recent, complete and accurate balance sheets and financial statements of Surviving Corporation, prepared in accordance with generally accepted accounting principles have been previously delivered to the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Plan of Merger in one or more counterparts which, taken together shall constitute an agreement. This Plan of Merger shall be effective as of and on the last date set forth hereinbelow.

MARINE CHARTER ENTERPRISES, INC.,
a Florida corporation ("Merging Corporation")

Dated: 9/13/2001

By: P. Kevin Jaffe
P. Kevin Jaffe, President

MARINE CHARTER ENTERPRISES, INC.,
a Nevada corporation ("Surviving Corporation")

Dated: 9/13/2001

By: P. Kevin Jaffe
P. Kevin Jaffe, President

("Shareholder"):

Dated: 9/13/2001

P. Kevin Jaffe
P. Kevin Jaffe