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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

Federal Eastern Corp. (Tampa) Inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger
SP
8/7

August 4, 2008

FEDERAL EASTERN CORP. (TAMPA) INC.
P.O. BOX 46376
ST. PETERSBURG, FL 33741

SUBJECT: FEDERAL EASTERN CORP. (TAMPA) INC.
REF: P08000029339

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.

As to the approval of the surviving corporation, please either state that shareholder approval was not required or give the date of adoption by the shareholders of the surviving corporation.

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) 245-6901.

Susan Payne
Senior Section Administrator

FAX Aud. #: H08000186178
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
FEDERAL EASTERN CORPORATION
(a Delaware corporation)
WITH AND INTO
FEDERAL EASTERN CORP. (TAMPA) INC.
(a Florida corporation)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F.S.

FIRST: The name and jurisdiction of the surviving corporation is **FEDERAL EASTERN CORP. (TAMPA) INC.**, a Florida corporation (the "*Surviving Corporation*").

SECOND: The name and jurisdiction of the merging corporation is **FEDERAL EASTERN CORPORATION**, a Delaware corporation (the "*Terminating Corporation*").

THIRD: The Agreement and Plan of Merger is attached hereto as *Exhibit "A."*

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Agreement and Plan of Merger was adopted by written consent of the board of directors of the Surviving Corporation, effective as of July 31, 2008. Approval of the shareholders of the Surviving Corporation was not required.

SIXTH: The Agreement and Plan of Merger was adopted by written consent of the sole voting director and sole shareholder of the Terminating Corporation, effective as of July 31, 2008.

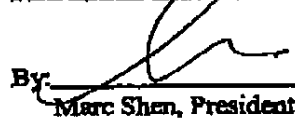
IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on the 31 day of July, 2008.

FEDERAL EASTERN CORPORATION, a Delaware corporation

By: 

Gabriel Shen, Chairman

FEDERAL EASTERN CORP. (TAMPA), INC., a Florida corporation

By: 

Marc Shen, President

1108000186178 3

EXHIBIT "A"
AGREEMENT
and
PLAN of MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of July 31, 2008 ("*Plan of Merger*"), by and among FEDERAL EASTERN CORP. (TAMPA) INC., a Florida corporation (the "*FEC Tampa*"), and FEDERAL EASTERN CORPORATION, a Delaware corporation ("*FEC Delaware*"). FEC Tampa and FEC Delaware are sometimes collectively referred to herein as the "*Constituent Companies*".

WITNESSETH:

WHEREAS, Marc Shen owns 47.4% of the shares of common stock of FEC Tampa and 100% of the shares of common stock of FEC Delaware; and

WHEREAS, it is desirable to merge FEC Delaware into FEC Tampa to obtain efficiencies and economies of a more simplified corporate organization, all of which to be accomplished by a merger of FEC Delaware into FEC Tampa, pursuant to the provisions hereof;

WHEREAS, the members of the respective Boards of Directors of FEC Delaware, and FEC Tampa have each determined that it is advisable to merge FEC Delaware with and into FEC Tampa pursuant to this Plan of Merger with the result that FEC Tampa shall be the surviving entity.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
THE MERGER

1.01 The Merger.

(a) **FEC Delaware to be Merged into FEC Tampa.** In accordance with the terms and subject to the conditions hereof, at the Effective Time (as such term is defined in Section 1.01(b)), FEC Delaware will be merged with and into FEC Tampa (the "*Merger*") in accordance with the applicable provisions of (i) the Delaware General Corporation Law ("*Delaware Law*") and (ii) the laws of the State of Florida ("*Florida Law*"), the separate existence of FEC Delaware shall cease and FEC Tampa shall continue as the surviving corporation in the Merger (the "*Surviving Company*").

(b) **Filing of Merger Documents.** At the Closing (as defined in Section 1.02), the parties hereto shall cause the Merger to be consummated by filing with (i) the

Secretary of State of the State of Delaware ("*Delaware Secretary*") and (ii) the Secretary of State of the State of Florida ("*Florida Secretary*"), as required, the appropriate articles of merger ("*Articles of Merger*") or other document duly executed in accordance with the requirements of Delaware Law and Florida Law and with the provisions of this Plan of Merger. The date of the last to occur of the filing of the Articles of Merger with the Delaware Secretary and the Florida Secretary is referred to herein as the "*Effective Time*." A true copy of the Articles of Merger is attached hereto as *Exhibit "A."*

(c) Effect of the Merger. At the Effective Time, the Surviving Company shall thereupon and thereafter be vested with all right, title and interest in all the assets of FEC Delaware without reversion or impairment. The Surviving Company shall thereafter be responsible and liable for all the liabilities and obligations of FEC Delaware. Any claim existing or action or proceeding pending by or against FEC Delaware may be continued as if the Merger did not occur or the Surviving Company may be substituted in the proceeding for FEC Delaware. Neither the rights of creditors nor any liens upon the assets of FEC Delaware shall be impaired by the Merger.

(d) Organizational Documents. The Articles of Incorporation and Bylaws of the Surviving Entity as in effect on the Effective Time shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Company following the Merger, until later amended or modified in accordance with applicable law.

(e) Directors and Officers of the Surviving Company. The directors of the Surviving Company shall consist of Frank Chi, who shall serve as Chairman of the Board; Marc Shen, William D. Hayes and Aaron Tasi. The officers of the Surviving Company shall be the officers of FEC Tampa, until their successors are duly elected or appointed and qualified.

(f) Bank Accounts. All bank accounts of the Terminating Corporation shall be transferred to the Surviving Corporation, and appropriate financial controls, such as dual signature checking accounts, shall be implemented by the Surviving Corporation following the Merger.

1.02 Closing. The closing of the Merger (the "*Closing*") shall take place (i) at the offices of Ruden, McClosky, Smith, Schuster & Russell, P.A., 401 E. Jackson St., Tampa, Florida 33602 at 10:00 A.M. local time, (ii) on the day on which the last of the conditions set forth in Article II is fulfilled or waived (subject to applicable law) or (iii) at such other time and place and on such other date as the Constituent Companies shall agree (the "*Closing Date*").

1.03 Manner of Conversion of Capital Stock. Upon the terms and subject to the conditions of this Plan of Merger, at the Effective Time, by virtue of the Merger and without any action on the part of FEC Tampa or FEC Delaware, the following shall occur:

(a) Cancellation of FEC Delaware Shares. Each share of common stock, [\$0.01 par value per share], of FEC Delaware ("*FEC Delaware Common Stock*") issued and outstanding immediately prior to the Effective Time, will be cancelled and extinguished.

(b) **FEC Tampa Shares.** Each share of common stock, \$.01 par value per share, of FEC Tampa common stock issued and outstanding immediately prior to the Effective Time, will remain issued and outstanding following the Merger.

1.04 Surrender of Certificates. The sole holder of a certificate representing shares of FEC Delaware Common Stock ("*FEC Delaware Certificate*") shall surrender such holder's FEC Delaware Certificate. The FEC Delaware Certificate to be surrendered shall be duly executed or accompanied by a duly executed stock power.

1.05 Lost, Stolen or Destroyed Certificates. In the event any FEC Delaware Certificate shall have been lost, stolen or destroyed, FEC Delaware will issue in exchange for such lost, stolen or destroyed certificate, a new certificate. When authorizing such certificate for FEC Delaware Common Stock, FEC Delaware may, in its discretion and as a condition precedent to the exchange thereof, require the owner of such lost, stolen or destroyed certificate to give FEC Delaware a bond in such sum as it may direct as indemnity against any claim that may be made against FEC Delaware with respect to the certificate alleged to have been lost, stolen or destroyed.

1.06 No Further Rights. From and after the Effective Time, the holder of certificates, instruments, agreements or other documents theretofore evidencing interests of FEC Delaware Common Stock shall cease to have any rights as a stockholder of FEC Delaware, except provided herein or by law.

ARTICLE II
EFFECTIVENESS

2.01 FEC Delaware Adoption of Agreement. This Plan of Merger shall be adopted and executed by FEC Delaware in accordance with the provisions of Delaware Law, and shall take effect, subject to the terms of this Plan of Merger, and be deemed to be the Agreement and Plan of Merger of FEC Delaware upon the adoption thereof by the vote of the sole shareholder and the sole voting director and upon the doing of such other acts and things as are required by Delaware Law.

2.02 FEC TAMPA Adoption of Agreement. This Plan of Merger shall be adopted and executed by FEC Tampa in accordance with the provisions of applicable Florida Law, and shall take effect, subject to the terms of this Plan of Merger, and be deemed to be the Agreement and Plan of Merger of FEC Tampa as required by applicable Florida Law.

2.03 Termination. This Plan of Merger may be terminated at any time prior to the Effective Time by the mutual consent of the parties or by the Board of Directors of any Constituent Companies at any time prior to the date of filing the Articles of Merger with the Secretary.

2.04 Effectiveness. Subject to the satisfaction of all requirements of applicable laws and regulations and the terms and conditions set forth herein, the Merger contemplated by this

Plan of Merger shall be and become effective when the Articles of Merger are filed with the Secretary of State.

ARTICLE III
AMENDMENTS AND WAIVERS

3.01 Amendments. This Plan of Merger may be amended by a subsequent written instrument upon the approval of the parties hereto and upon execution of such instrument by the duly authorized officers of each of the parties hereto.

3.02 Waivers. Prior to or at the Effective Time, FEC Delaware shall have the right to waive any default in the performance of any term of this Plan of Merger by FEC Tampa, to waive or extend the time for the fulfillment by FEC Tampa of any and all of their obligations under this Plan of Merger, and to waive any or all of the conditions precedent to the obligations of FEC Tampa under this Plan of Merger, except any condition which, if not satisfied, would result in the violation of any law or applicable governmental regulation. Prior to or at the Effective Time, FEC Tampa shall have the right to waive any default in the performance of any term of this Plan of Merger by FEC Delaware, to waive or extend the time for the fulfillment by FEC Delaware of any and all of its obligations under this Plan of Merger, and to waive any or all of the conditions precedent to the obligations of FEC Delaware under this Plan of Merger, except any condition which, if not satisfied, would result in the violation of any law or applicable governmental regulation.

ARTICLE IV
MISCELLANEOUS

4.01 Notices. All notices, demands or other communications required or permitted to be delivered in connection with this Plan of Merger shall be in writing and shall be deemed delivered (i) when delivered personally, (ii) on the third (3rd) business day after being deposited with the United States Postal Service, certified or registered mail (return receipt requested, first-class postage prepaid), or (iii) one (1) business day after being deposited with a nationally recognized courier service (e.g. Federal Express) for overnight delivery, and addressed to a party at the address indicated below:

If to FEC TAMPA: Federal Eastern Corp. (Tampa) Inc.
P.O. Box 46376
St. Pete Beach, FL 33741
Attention: Marc Shen, President

If to FEC Delaware: Federal Eastern Corporation
45 Broadway
New York, NY 10006-3007
Attention: Gabriel Shen, Chairman

408000186178 3

4.02 Governing Law; Venue. This Plan of Merger shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of choice or conflict of laws.

4.03 Entire Agreement. This Plan of Merger sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

4.04 Construction. Every covenant, term and provision of this Plan of Merger shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Plan of Merger shall not be construed against either party by virtue of a party being deemed the drafter. The headings of the various sections of this Plan of Merger are intended solely for convenience of reference, and shall not be deemed or construed to explain, define, limit, modify or place any construction upon the provisions hereof. Wherever the context requires, any noun or pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter in form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural and vice versa as the case may require.

4.05 Counterparts. This Plan of Merger and any Amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have cause this Plan of Merger to be duly executed and delivered by their duly authorized officers as of the date first above written.

FEC TAMPA:

a Florida corporation

FEDERAL EASTERN CORP. (TAMPA) INC.,

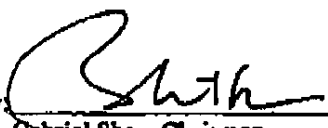
By: 

Marc Shen, President

FEC DELAWARE:

Delaware corporation

FEDERAL EASTERN CORPORATION, a

By: 

Gabriel Shen, Chairman

H08000186178 3



August 4, 2008

FLORIDA DEPARTMENT OF STATE

Division of Corporations

FEDERAL EASTERN CORP. (TAMPA) INC.

P.O. BOX 46376

ST. PETERSBURG, FL 33741

SUBJECT: FEDERAL EASTERN CORP. (TAMPA) INC.

REF: P08000029339

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Susan Payne
Senior Section Administrator

FAX Aud. #: H08000186178
Letter Number: 408A00044357

P.O BOX 6327 - Tallahassee, Florida 32314