

220842

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

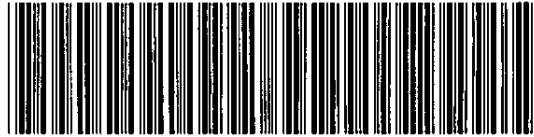
(Business Entity Name)

(Document Number)

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FILED
2015 MAR 12 PM 3:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2015 MAR 12 PM 3:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
3/13/15

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 536025 4805290

AUTHORIZATION :

COST LIMIT :

Robert Coleman
\$70.00

ORDER DATE : March 10, 2015

ORDER TIME : 1:33 PM

ORDER NO. : 536025-005

CUSTOMER NO: 4805290

ARTICLES OF MERGER

REGAL ONE CORPORATION

INTO

PRINCETON CAPITAL CORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Princeton Capital Corporation
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Contact Person

Firm/Company

Address

City/State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

At (_____) _____

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

ARTICLES OF MERGER

(Profit Corporations)

FILED
2015 MAR 12 PM 3:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Princeton Capital Corporation	Maryland	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Regal One Corporation	Florida	220842

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 7/10/2014.

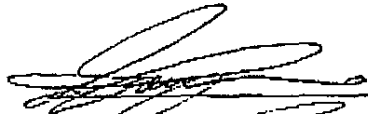
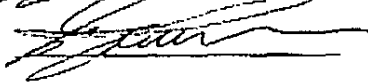
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 3/6/2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ / 2015 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleRegal One CorporationCharles J. Newman, CEO & CFOPrinceton Capital CorporationCharles J. Newman, President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Third: The terms and conditions of the merger are as follows:

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

See attached Agreement and Plan of Merger, Section 4.1

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

BETWEEN

**REGAL ONE CORPORATION,
A FLORIDA CORPORATION**

AND

**PRINCETON CAPITAL CORPORATION,
A MARYLAND CORPORATION**

This AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated as of July 14, 2014 is made by and between Regal One Corporation, a Florida corporation (the "**Company**"), and Princeton Capital Corporation, a Maryland corporation and a wholly owned subsidiary of the Company ("**Newco**").

The parties hereto have entered into that certain Asset Purchase Agreement with Capital Point Partners, LP, a Delaware limited partnership ("**Fund I**"), and Capital Point Partners II, LP, a Delaware limited partnership ("**Fund II**" and, together with Fund I, the "**Capital Point Partnerships**"), dated the date hereof (the "**Asset Purchase Agreement**"), pursuant to which the Capital Point Partnerships have agreed to sell certain assets to the Surviving Corporation (as defined below) in exchange for shares of Newco Common Stock (as defined below) and, as a condition to such purchase, the parties hereto have agreed to effect the Reincorporation Merger (as defined below) pursuant to this Agreement.

The Board of Directors of the Company and Newco each have approved this Agreement and the Reincorporation Merger contemplated hereby, and have determined that the Reincorporation Merger is advisable and in the best interest of such company, and the sole stockholder of Newco has approved the Reincorporation Merger as required by the Maryland General Corporation Law (the "**MGCL**").

In consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the MGCL and the Florida Business Corporation Act (the "**FBCA**"), the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

ARTICLE I
TERMS AND CONDITIONS OF MERGER; EFFECTIVE TIME

1.1 *Terms and Conditions of Merger.* Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, the Company shall be merged with and into Newco, whereupon the separate existence of the Company shall cease (the "**Reincorporation Merger**"). Newco shall be the surviving corporation (sometimes hereinafter referred to as the "**Surviving Corporation**") in the Reincorporation Merger and shall continue to be incorporated under the laws of the State of Maryland. The Reincorporation Merger shall have the effects specified in the MGCL and in the FBCA and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights,

privileges, franchises, immunities and powers of the Company, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Company, including, without limitation, all outstanding indebtedness of the Company.

1.2 *Effective Time.* The date and hour on which the Reincorporation Merger occurs and becomes effective is hereinafter referred to as the "*Effective Time*." The Reincorporation Merger shall be effective upon the filing of the Articles of Merger with the State Department of Assessments and Taxation of Maryland in accordance with the MGCL following the filing of the Articles of Merger with the Department of State of the State of Florida in accordance with the FBCA, which shall take place as soon as practicable following the approval and/or adoption, as applicable, of this Agreement and the Reincorporation Merger by the requisite stockholders of the Company and compliance with Section 14(c) of the Securities Exchange Act of 1934, as amended, or such later date and time, not more than 30 days after such filings of said Articles of Merger, as may be agreed in writing by the Company and the Capital Point Partnerships and set forth in such Articles of Merger.

ARTICLE II CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1 *The Charter.* The charter of Newco in effect at the Effective Time shall be the charter of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2 *The Bylaws.* The bylaws of Newco in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 *Officers.* The officers of the Surviving Corporation from and after the Effective Time shall be such individuals designated in writing by the Capital Point Partnerships to the Company not fewer than 2 business days before the filing of the Articles of Merger as contemplated in Section 1.2, who shall serve in accordance with the charter and Bylaws of the Surviving Corporation and until their successors have been duly elected or appointed and qualify or until their earlier death, resignation or removal.

3.2 *Directors.* The directors of the Surviving Corporation from and after the Effective Time shall be such individuals designated in writing by the Capital Point Partnerships to the Company not fewer than 2 business days before the filing of the Articles of Merger as contemplated in Section 1.2, who shall serve as the directors of the Surviving Corporation, in the classes so designated by the Capital Point Partnerships, for the terms specified by the charter and Bylaws of the Surviving Corporation and until their successors have been duly elected or appointed and qualify or until their earlier death, resignation or removal.

ARTICLE IV STOCK AND STOCK CERTIFICATES

4.1 *Effect of Reincorporation Merger on Stock.* At the Effective Time, as a result of the Reincorporation Merger and without any action on the part of the Company, Newco or the stockholders of the Company:

(a) Each share of common stock of the Company, \$0.001 par value per share (the "*Company Common Stock*"), outstanding immediately prior to the Effective Time shall be automatically converted into and exchanged for the right to receive one share of common stock of Newco, \$0.001 par value per share (the "*Newco Common Stock*"), in accordance herewith, and all Company Common Stock shall be automatically cancelled and retired and shall cease to exist.

(b) Each share of Newco Common Stock owned by the Company shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

(c) Each share of Series B Convertible Preferred Stock of the Company, no par value per share (the "*Company Preferred Stock*"), outstanding immediately prior to the Effective Time shall be automatically converted into and exchanged for the right to receive an equal number of shares of Newco Common Stock in accordance herewith, such that the aggregate number of shares of Newco Common Stock issued to the holders of outstanding shares of Company Common Stock and Company Preferred Stock in the Reincorporation Merger is 5,000,000, and all Company Preferred Stock shall be automatically cancelled and retired and shall cease to exist.

4.2 *Certificates.* At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented shares of Company Common Stock, Company Preferred Stock, or other securities of the Company shall be deemed for all purposes to evidence ownership of and to represent the respective Newco Common Stock or other securities, as the case may be, into which the shares of Company Common Stock, Company Preferred Stock, or other securities of the Company represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation 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 Newco Common Stock or other securities of Newco, as the case may be, evidenced by such outstanding certificate, as above provided.¹

ARTICLE V CONDITIONS

5.1 *Stockholder Approval of Reincorporation Merger.* The respective obligations of each party hereto to effect the Reincorporation Merger are subject to the receipt by the Company

¹ Consider whether provisions for exchange of preferred stock certificates are advisable. If so, please provide appropriate exchange procedures.

of approval of the requisite holders of its shares required to approve this Agreement and the transactions contemplated hereby pursuant to Section 607.1104 of the FBCA.

ARTICLE VI TERMINATION

6.1 *Termination.* This Agreement may be terminated, and the Reincorporation Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the stockholders of the Company, if the Board of Directors of the Company determines for any reason, in its sole judgment and discretion, that the consummation of the Reincorporation Merger would be inadvisable or not in the best interests of the Company and its stockholders. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either the Company or Newco, or any of their respective stockholders, directors or officers.

ARTICLE VII MISCELLANEOUS AND GENERAL

7.1 *Modification or Amendment.* Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the requisite stockholders of the Company shall not (i) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Company Common Stock or (ii) alter or change any of the terms or conditions of this Agreement if such alteration or change would materially and adversely affect the Company or the holders of Company Common Stock.

7.2 *Counterparts.* This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

7.3 *Governing Law.* This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Maryland, without regard to principles of conflict of law.

7.4 *Entire Agreement.* This Agreement and the Asset Purchase Agreement constitute the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

7.5 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.6 *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and

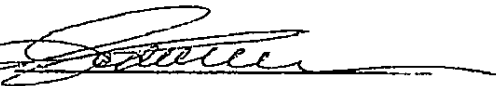
purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7.7 *Headings.* The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

REGAL ONE CORPORATION,
a Florida corporation

PRINCETON CAPITAL CORPORATION,
a Maryland corporation

By 

By 

Name: Charles J. Newman
Title: CEO/CFO

Name: Charles J. Newman
Title: President