

To: Page 2 of 12
8/5/19

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EFFECTIVE DA
Aug 9, 201

MERGER OR SHARE EXCHANGE
MERRY X-RAY CHEMICAL CORPORATION

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$70.00

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Electronic Filing Menu Corporate Filing Menu Help

Merger was filed in error because it did not get accepted in California. Will refile when merger is properly filed in California

EFFECTIVE DATE
Aug 9, 2019

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2019
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**ARTICLES OF MERGER
OF
SOURCEONE HEALTHCARE TECHNOLOGIES, INC., A FLORIDA CORPORATION,
INTO
MERRY X-RAY CHEMICAL CORPORATION,
A CALIFORNIA CORPORATION**

The following Articles of Merger are submitted to merge the following Florida corporation in accordance with Section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the **surviving** corporation are:

Entity Name	Jurisdiction	Document Number
Merry X-Ray Chemical Corporation	California	F13000004174

SECOND: The name and jurisdiction of the **merging** corporation are:

Name	Jurisdiction	Document Number
SourceOne Healthcare Technologies, Inc.	Florida	P94000024621

THIRD: The law of the state under which each corporation that is a party to this merger is incorporated permits such merger.

FOURTH: The Agreement and Plan of Merger is attached hereto as Exhibit A (the "Plan of Merger").

FIFTH: The merger shall become effective on August 9, 2019.

SIXTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on July 26, 2019 and shareholder approval was not required.

SEVENTH: The Plan of Merger was adopted by the board of directors of the merging corporation on July 26, 2019 and shareholder approval was not required.

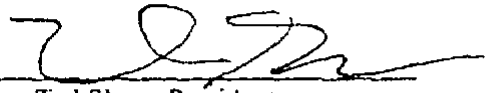
EIGHTH: The surviving entity: (a) appoints the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the merging Florida corporation; and (b) agrees to promptly pay to the dissenting shareholders of the merging Florida corporation the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders.

[Signature page follows]

NINTH: The undersigned corporations have caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated above are true and correct.

Merry X-Ray Chemical Corporation

Date: 7/30/19

By: 
Ted Sloan, President

SourceOne Healthcare Technologies, Inc.

Date: 7/30/19

By: 
Ted Sloan, President

Exhibit A

Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER
BETWEEN
MERRY X-RAY CHEMICAL CORPORATION, A CALIFORNIA CORPORATION
AND
SOURCEONE HEALTHCARE TECHNOLOGIES, INC., A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of July 26, 2019 by and between Merry X-Ray Chemical Corporation, a California corporation ("Surviving Corporation"), and SourceOne Healthcare Technologies, Inc., a Florida corporation ("Merging Corporation").

RECITALS

A. The parties hereto desire to consummate a merger whereby the Merging Corporation will be merged with and into the Surviving Corporation in the manner provided for in this Agreement pursuant to the provisions of Section 1110 of the California Corporations Code, as amended (the "California Act"), and Section 607.1104 of the Florida Business Corporation Act, as amended (the "Florida Act").

B. The Merging Corporation is a qualified subchapter "S" Subsidiary (within the meaning of Section 1361(b)(3)(B) of the Internal Revenue Code of 1986, as amended) of Surviving Corporation.

C. The Board of Directors of the Surviving Corporation, on behalf of the Surviving Corporation, and the Board of Directors of Merging Corporation, on behalf of the Merging Corporation, have each unanimously approved and adopted this Agreement providing for the merger of the Merging Corporation with and into the Surviving Corporation.

D. The California Entity Number of Surviving Corporation is C0469614.

E. The Florida Document Number of Merging Corporation is P94000024621.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements, and provisions contained herein, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. MERGER

1.1 Merger of Merging Corporation into Surviving Corporation. Subject to the terms and conditions of this Agreement, the Merging Corporation shall be merged with and into the Surviving Corporation pursuant to the provisions of the Florida Act and the California Act (the "Merger"), effective as of 11:59 P.M. ET on August 9, 2019 (the "Effective Time"). The separate existence of the Merging Corporation as a corporation shall thereupon cease; the Surviving Corporation shall be the surviving entity and the separate existence of the Surviving Corporation as a corporation, with all its purposes, objects, rights, privileges, powers, franchises

and interests shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the State of California and State of Florida.

1.2 Effect of Merger. At and after the Effective Time:

(a) The Surviving Corporation shall possess all of the respective rights, privileges, powers, franchises and interests of the Merging Corporation in and to every type of property (real, personal and mixed), and causes in action, all of which shall be transferred to, and vested in, the Surviving Corporation by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Merging Corporation may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding for the Merging Corporation in such action or proceeding.

(b) The Surviving Corporation shall be liable for all liability of the Merging Corporation, and all debts, liabilities, obligations, and contracts of the Merging Corporation, whether matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account, or records of the Merging Corporation, shall be those of the Surviving Corporation and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Merging Corporation shall be preserved unimpaired.

1.3 Articles, Bylaws and Management of Surviving Entity. The Surviving Corporation shall be the surviving entity pursuant to the Merger. At and after the Effective Time:

(a) The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the surviving entity.

(b) The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the surviving entity.

(c) The directors and officers of the Surviving Corporation, serving in such capacity as of the Effective Time, shall be the directors and officers of the surviving entity.

1.4 Certificate of Ownership. As soon as reasonably practical, the Surviving Company shall file a Certificate of Ownership with the California Secretary of State in the form attached hereto as Exhibit A.

1.5 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect, or confirm of record or otherwise, in the Surviving Corporation its right, title, or interest in, to or under any of the rights, properties, or assets of the Merging Corporation acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this

Agreement, the Merging Corporation and the proper managers, directors, and officers of the Merging Corporation shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments, and assurances in law, (b) do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in the Surviving Corporation, and (c) otherwise carry out the purposes of this Agreement. The President, Treasurer, and Secretary of the Surviving Corporation, acting individually, are fully authorized in the name of the Merging Corporation or otherwise to take any and all such actions.

2. CONVERSION OF STOCK.

2.1 Conversion. At the Effective Time:

(a) Each share of stock of the Merging Corporation held immediately prior to the Effective Time shall be canceled, without any action on the part of the holder thereof, in exchange for consideration in the amount of One Dollar (\$1.00) per share.

(b) Each share of capital stock of the Surviving Corporation outstanding immediately prior to the Effective Time, consisting of 24,000 shares, shall remain issued and outstanding.

3. PRINCIPAL PLACE OF BUSINESS OF SURVIVING ENTITY. Following the Merger, the principal place of business for the Surviving Corporation shall remain located at 4909 Murphy Canyon, Suite 120, San Diego, California 92123.

4. POWER TO ABANDON PLAN. This Agreement may be abandoned at any time prior to the Effective Date by either of the parties hereto by appropriate resolutions of the Board of Directors of the Surviving Corporation and the Board of Directors of the Merging Corporation.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to its conflict of laws rules.

{Signatures appear on next page.}

These Agreement and Plan of Merger is dated as of the date set forth above.

**MERRY X-RAY CHEMICAL
CORPORATION**

By: 

Name: Ted Sloan

Title: President

**SOURCEONE HEALTHCARE
TECHNOLOGIES, INC.**

By: 

Name: Ted Sloan

Title: President

[Signature page to Agreement and Plan of Merger]

EXHIBIT A
Certificate of Ownership

Attached.

CERTIFICATE OF OWNERSHIP

The undersigned hereby certifies that:

1. I am the President of Merry X-Ray Chemical Corporation, California corporation (the "Surviving Corporation").
2. The Surviving Corporation owns 100% of the outstanding shares of SourceOne Healthcare Technologies, Inc., a Florida corporation.
3. The Board of Directors of the Surviving Corporation duly adopted the following resolutions:

RESOLVED, that Merry X-Ray Chemical Corporation, a California corporation, merge its wholly-owned subsidiary corporation, SourceOne Healthcare Technologies, Inc., a Florida corporation, into itself and assume all its obligations pursuant to California Corporations Code section 1110.

4. The effective date of the merger is August 9, 2019.

[Signature page follows.]

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Merry X-Ray Chemical Corporation

Date: _____

By: _____

Ted Sloan, President