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Jun. 24 2010 12:30PM P1.0

Division of Corporations

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**MERGER OR SHARE EXCHANGE
TILTWORKS NC, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

*Merger/ce
@ 6/24/10*

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
10 JUN 24 PM 2:36

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FROM :FLORIDA FILING

FAX NO. :8502160460

Jun. 24 2010 12:30PM P2/B

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ARTICLES OF MERGER

of

TILT WORKS, INC.
(a Florida corporation)

and

TILTWORKS NC, INC.
(a North Carolina corporation)

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TALLAHASSEE, FLORIDA
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Pursuant to Sections 607.1101, 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Act"), the undersigned domestic corporation and foreign corporation adopt the following Articles of Merger:

FIRST: Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan") for merging **TILT WORKS, INC.** with and into **TILTWORKS NC, INC.** (the "Merger"). Pursuant to the Plan, the surviving corporation as a result of the Merger shall be **TILTWORKS NC, INC.**, and upon the Merger becoming effective the name of the effective corporation shall be **TILTWORKS, INC.**

SECOND: Pursuant to the provisions of the Act, **TILTWORKS NC, INC.** will continue in existence as the surviving corporation under the name **TILTWORKS, INC.**, as provided in the Plan.

THIRD: The Plan was approved and adopted by all of the Directors and the Shareholders of **TILT WORKS, INC.**, by written consent dated as of June 21, 2010 in accordance with the provisions of Section 607.0821 of the Act; and the Plan was approved and adopted by all of the Directors and the Shareholders of **TILTWORKS NC, INC.**, by written consent dated as of June 21, 2010 in accordance with the provisions of Section 55-8-21 of the North Carolina Business Corporation Act.

FOURTH: The Merger contemplated hereby shall be effective as of June 24th 2010 at 5:00 P.M. Eastern Daylight Time.

[Signature page follows]

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Jun. 24 2010 12:30PM P3/8

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IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed on its behalf as of June 21, 2010.

TILTWORKS NC, INC.,
a North Carolina corporation

By: _____

Name: William E. Higgs, Jr.
Title: PRESIDENT

TILT WORKS, INC., a Florida corporation

By: _____

Name: William E. Higgs, Jr.
Title: PRESIDENT

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Jun. 24 2010 12:31PM P4/8

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EXHIBIT A

Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 21st day of June, 2010, by and between **Tilt Works, Inc.**, a Florida corporation ("TWFL"), and **Tiltworks NC, Inc.**, a North Carolina corporation ("TWNC" or the "Surviving Corporation" and collectively with TWFL, the "Corporations"), with TWFL merging with and into TWNC, such that the separate existence of TWFL shall cease and TWNC shall continue as the surviving corporation (the "Merger").

RECITALS:

WHEREAS, the Boards of Directors of the Corporations deem it advisable and in the best interests of the Corporations to merge the Corporations.

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

ARTICLE I
MERGER

1.1 **The Merger.** Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA") and the North Carolina Business Corporation Act ("NCBCA"), TWFL shall be merged with and into TWNC. Following the Merger, TWNC shall continue as the surviving corporation and shall continue its existence under the laws of the State of North Carolina, and the separate corporate existence of TWFL under the laws of the State of Florida shall cease.

1.2 **Effective Date and Effective Time.** Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA. The Merger shall be effective immediately as of June 24th 2010 at 5:00 P.M. Eastern Standard Time (the date and time of the Merger being referenced to herein as the "Effective Date" and the "Effective Time," respectively). Immediately following the Effective Date, a Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of North Carolina in accordance with the provisions of the NCBCA.

1.3 **Effect of the Merger.** At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Corporations, and be subject to all the restrictions, disabilities and duties of each of the Corporations so merged; and all of the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Corporations; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or

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otherwise, in either of the Corporations, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Corporations, and all rights of creditors and all liens upon any property of either of the Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4 Articles of Incorporation and Bylaws of Surviving Corporation.

(a) From and after the Effective Time, the Articles of Incorporation of TWNC as amended in the manner set forth in Section 1.4(b) (the "Articles"), and the bylaws of TWNC in effect immediately prior to the Effective Time, shall be the Articles and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Articles or such bylaws.

(b) Effective as of the Effective Date, the Articles of the Surviving Corporation shall be amended to change the name of the Surviving Corporation as follows:

The name of the Corporation is Tiltworks, Inc.

1.5 Directors and Officers of Surviving Corporation. The directors and officers of TWNC immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Certificate and bylaws of the Surviving Corporation, or as otherwise provided by law.

**ARTICLE II
CONVERSION AND EXCHANGE OF SECURITIES**

2.1 Conversion of Shares. At the Effective Time, each then outstanding share of common stock of TWFL shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

**ARTICLE III
MISCELLANEOUS**

3.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof.

3.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

3.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

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3.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

3.5 Authorization. The Boards of Directors and the proper officers of the Corporations are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

3.6 Modification or Amendment. Subject to the applicable provisions of the FBCA and the NCBCA, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

3.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Boards of Directors of the Corporations at any time before the Effective Date.

3.8 Dissents Rights. If applicable, shareholders of the Corporation who, except for the applicability of section 607.1104 of the FBCA, would be entitled to vote and who dissent from the merger pursuant to section 607.1321 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

[Signatures follow]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

Tilt Works, Inc., a Florida corporation

By: William E. Hires, Jr.
Name: WILLIAM E. HIRES, JR.
Title: PRESIDENT

Tiltworks, Inc., a North Carolina corporation

By: William E. Hires, Jr.
Name: WILLIAM E. HIRES, JR.
Title: PRESIDENT

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