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DEPARTMENT OF REVENUE
DIVISION OF REVENUE

Morgan
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FILED
13 OCT 31 PM 4:27
SECRETARY OF STATE
TREASURY BUILDING
FLOOR 4

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-23

CONTACT: **RICKY SOTO**

DATE: **10/31/2013**

REF. #: **8944566**

CORP. NAME: **SOLICORE, INC. (a Florida corporation) merging into SOLICORE, INC. (a Delaware corporation)**

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 70009166 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**ARTICLES OF MERGER
OF
SOLICORE, INC.
a Florida corporation**

WITH AND INTO

**SOLICORE, INC.
a Delaware corporation**

The following articles of merger (the "Articles of Merger") are being submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: THE SURVIVING PARTY

The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Solicore, Inc. 2700 Interstate Drive Lakeland, Florida 33805-2300	Delaware	

SECOND: THE MERGING PARTY

The exact name and jurisdiction of the merging corporation (the "Merging Corporation") is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Solicore, Inc. 2700 Interstate Drive Lakeland, Florida 33805-2300	Florida	P01000074959

THIRD: A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

FOURTH: The merger shall become effective on the date and at the time that the Articles of Merger are filed with the Florida Department of State (the "Effective Time"). At the Effective Time of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation.

FIFTH: In accordance with applicable Florida law, the Plan of Merger was adopted by the board of directors and shareholders of the Merging Corporation on [October 31, 2013]

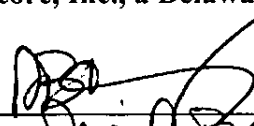
SIXTH: In accordance with applicable Delaware law, the Plan of Merger was adopted by the board of directors and the sole stockholder of the Surviving Corporation on [October 31, 2013].

* * *

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Corporation and the Merging Corporation have executed and delivered these Articles of Merger as of October 31, 2013.

SURVIVING CORPORATION:

Solicore, Inc., a Delaware Corporation

By: 
Name: David B. Carey AS CEO
Title: CEO

MERGING CORPORATION:

Solicore, Inc., a Florida Corporation


By: 
Name: David B. Carey AS CEO
Title: CEO

Exhibit A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") dated as of October 31, 2013, is made and entered into by and between Solicore, Inc., a Florida corporation ("Parent") and Solicore, Inc., a Delaware corporation ("Subsidiary").

RECITALS

1. Parent is a corporation organized and existing under the laws of the State of Florida.
2. Subsidiary is a corporation organized and existing under the laws of the State of Delaware.
3. Parent and Subsidiary and their respective boards of directors deem it advisable and in the best interest of both corporations and their respective stockholders to merge Parent with and into Subsidiary pursuant to the provisions of the Florida Business Corporation Act (the "FBCA") and the Delaware General Corporation Law (the "DGCL"), upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereunto agree that the Parent shall be merged with and into Subsidiary (the "Merger") upon the terms and conditions hereinafter set forth.

Article 1. **PRINCIPAL TERMS OF THE MERGER**

Section 1.1. Merger. At the Effective Time (as defined in Section 4.1 hereof), Parent shall be merged with and into Subsidiary, the separate existence of Parent shall cease and Subsidiary (following the Merger referred to as the "Surviving Corporation") shall operate under the name "Solcore, Inc." by virtue of, and shall be governed by, the laws of the state of Delaware. The address of the registered office of the Subsidiary in the State of Delaware shall be the registered office in Delaware of the Surviving Corporation.

Section 1.2. Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of the Subsidiary as in effect at the Effective Time hereof without change, unless and until amended in accordance with its terms and with applicable law.

Section 1.3. Bylaws of the Surviving Corporation. The Bylaws of the Surviving Corporation shall be the Bylaws of the Subsidiary in effect at the Effective Time without change unless and until amended or repealed in accordance with its terms and with applicable law.

Section 1.4. Directors and Officers. At the Effective Time of the Merger, the directors and officers of the Subsidiary in office at the Effective Time of the Merger shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the Certificate of Incorporation and

Bylaws of the Surviving Corporation and the DGCL, until his or her successor is duly elected or appointed and qualified.

Article 2. **CONVERSION, CERTIFICATES AND PLANS**

Section 2.1. Conversion of Shares. At the Effective Time of the Merger: (i) each share of the Parent's Common Stock, par value \$0.001 per share, issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be converted into one validly issued, fully paid and nonassessable share of the Surviving Corporation's Common Stock, \$0.001 per value per share, and (ii) each purchase option or warrant to purchase (or promissory note convertible into) shares of the Parent's Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be converted into the right to receive a purchase option or warrant to purchase (or promissory note convertible into) an equal number of shares of the Surviving Corporation's Common Stock on the same terms and conditions as such option, warrant or promissory note provided for the purchase of Parent's Common Stock. Additionally, each share of the Subsidiary's common stock issued and outstanding immediately prior to the Effective Time of the Merger and held by the Parent shall be canceled without any consideration being issued or paid therefor.

Section 2.2. Stock Certificates. At the Effective Time of the Merger, each certificate theretofore representing issued and outstanding shares of the Parent's Common Stock will be exchanged for a certificate representing the same number of shares of the Surviving Corporation's Common Stock upon presentment of such certificates to the Corporation for exchange. Pending such exchange, the certificate representing issued and outstanding shares of the Parent's Common Stock shall be deemed to be certificates for the same number of shares of the Surviving Corporation's Common Stock.

Section 2.3. Employee Benefit and Compensation Plans. At the Effective Time of the Merger, each employee benefit plan, incentive compensation plan and other similar plans to which the Parent is then a party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent any employee benefit plan, incentive compensation plan or any other similar plan of the Parent provides for the issuance or purchase of, or otherwise relates to, the Parent's capital stock, after the Effective Time of the Merger such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, the same class and series of the Surviving Corporation's stock.

Section 2.4. Dissenting Shares. Notwithstanding anything in this Agreement to the contrary, shares of Parent's Common Stock that are issued and outstanding immediately prior to the Effective Time held by holders of shares who have properly demanded appraisal for such shares under Sections 607.1301 to 607.1333 of the FBCA (the "Dissenting Shares") shall not be converted under this Agreement; *provided, however*, that if, after the Effective Time, any such shareholder shall fail to perfect or effectively waive, withdraw, or lose such shareholders' appraisal rights under the FBCA, such shareholder's shares shall no longer be deemed to be Dissenting Shares for purposes of this Agreement and shall thereupon be converted at the Effective Time into shares of the Surviving Corporation's Common Stock, in accordance with Section 2.1 of this Agreement.

Article 3. **TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES**

Section 3.1. Effects of the Merger. At the Effective Time of the Merger, the Merger shall have the effects specified in the FBCA, the DGCL and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises, of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the parties to this Agreement, the rights, powers, and privileges of the Parent and the Subsidiary, and all property, real, personal, and mixed, and all debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every interest shall thereafter be the property of the Surviving Corporation as they were of the respective constituent entities, and the title to any real estate whether by deed or otherwise vested in the Parent and the Subsidiary or either of them, shall not revert to be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

Section 3.2. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect, or conform, of record or otherwise, in the Surviving Corporation, title and possession of any property right of the Parent acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise carry out the purposes of this Agreement, the Parent and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect, or conform title to and possession of such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement. The proper officers and directors of the Surviving Corporation are fully authorized in the name of the Parent to otherwise take any and all such action.

Article 4. **APPROVAL BY SHAREHOLDERS OF PARENT; AMENDMENT; EFFECTIVE TIME**

Section 4.1. Approval. The Merger contemplated hereby is subject to the approval by the requisite vote of the shareholders of Parent in accordance with applicable Florida law. Similarly, the Merger is subject to approval by Parent as the sole stockholder of Subsidiary. As promptly as is practicable after approval of this Agreement by the shareholders of Parent and Subsidiary in accordance with applicable law, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Merger and shall cause such documents to be filed with the Secretary of State of Florida and the Secretary of State of Delaware, respectively, in accordance with the laws of the States of Florida and Delaware. The effective time ("Effective Time") of the Merger shall be the date and time on which the Merger

becomes effective under the laws of Florida or the date and time on which the Merger becomes effective under the laws of Delaware, whichever occurs later.

Section 4.2. Amendments. The Board of Directors of Parent and Subsidiary may amend this Agreement at any time prior to the Effective Time, provided that an amendment made subsequent to the approval of this Merger by the shareholders of the Parent shall not (1) 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 the Parent's Common Stock, (2) alter or change any term of the Certificate of Incorporation of the Subsidiary, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of the Parent's Common Stock.

Article 5. **MISCELLANEOUS**

Section 5.1. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida and the Secretary of State of Delaware, whether before or after shareholder approval of this Agreement, by the consent of the Board of Directors of the Parent and the Subsidiary.

Section 5.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

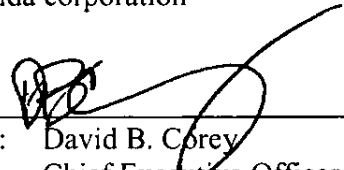
Section 5.3. Section Headings. The section headings are for the convenience of reference only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 5.4. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware.

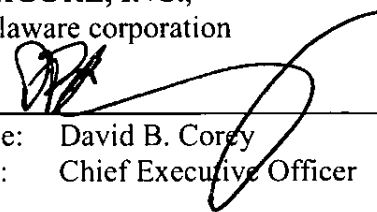
[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned officers of each of the parties to this Agreement, pursuant to authority duly given by their respective boards of directors, have caused this Agreement to be duly executed on the date first set forth above.

SOLICORE, INC.,
a Florida corporation

By: 
Name: David B. Corey
Title: Chief Executive Officer

SOLICORE, INC.,
a Delaware corporation

By: 
Name: David B. Corey
Title: Chief Executive Officer