

12/31/2014 10:10:12 From: ID: 8506176380

Division of Corporations

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Florida Department of State  
Division of Corporations  
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MERGER OR SHARE EXCHANGE  
eCommerce Industries, Inc.

Certificate of Status	0
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*Merge*

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** eCommerce Industries, Inc.  
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

\_\_\_\_\_  
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At ( \_\_\_\_\_ )

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**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



**Name of Corporation**

**Typed or Printed Name of Individual & Title**

**Gordon Kushner, Secretary**

**Gordon Kushner, Secretary**

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is dated as of December 31, 2014 (the "*Closing Date*"), by and among ECOMMERCE INDUSTRIES, INC., a Delaware corporation (the "*Parent*") and ROCKSOLID POS, INC., a Florida corporation ("*Subsidiary*") in compliance with section 607.1104 of the Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

### RECITALS

WHEREAS, the Board of Directors of the Parent and the Board of Directors of the Subsidiary deem it advisable and in the best interests of each entity that the Parent and the Subsidiary combine; and

WHEREAS, the combination of the Parent and the Subsidiary shall be effected by the terms of this Agreement through a transaction in which the Subsidiary will merge with and into the Parent, with the Parent as the surviving entity and with the separate corporate existence of the Subsidiary ceasing (the "*Merger*").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

### ARTICLE I

#### THE MERGER

1.1 **Effective Time of the Merger.** Subject to the provisions of this Agreement, a certificate of merger (the "*Certificate of Merger*") in such form as is required by the relevant provisions of the Delaware General Corporation Law ("*DGCL*") shall be duly prepared, executed and delivered to the Secretary of State of the State of Delaware, for filing, as provided in the DGCL, on or as soon as practicable after the Closing, as defined below. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such time thereafter as is provided in the Certificate of Merger (the "*Effective Time*").

1.2 **Certificate of Incorporation.** The Certificate of Incorporation of the Parent is not amended by this Agreement, and shall be the Certificate of Incorporation of the Parent from and after the Effective Time, subject to the right of the Parent to amend its Certificate of Incorporation in accordance with the laws of the State of Delaware.

1.3 **Effects of the Merger.**

(a) At the Effective Time the separate existence of the Subsidiary shall cease and the Subsidiary shall be merged with and into the Parent.

(b) At the Effective Time, all outstanding shares of stock of the Subsidiary shall, by virtue of the Merger, be automatically cancelled and extinguished.

(c) At and after the Effective Time, the Parent shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Subsidiary; and all and singular rights, privileges, powers and franchises of the Subsidiary, and all property, real, personal and mixed (whether tangible or intangible), and all debts due to the Subsidiary on whatever account, as well as all other things in action or belonging to the Subsidiary, shall be vested in the Parent, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Parent as they were of the Subsidiary, and the title to any real estate vested by deed or otherwise, in the Subsidiary, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of the Subsidiary shall thereafter attach to the Parent, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

(d) The directors and officers of the Parent immediately prior to the Effective Time of the Merger shall be the respective individuals who are directors and officers of the Parent immediately after the Effective Time.

## ARTICLE 2

### CLOSING

2.1 **Closing.** The closing (the "*Closing*") of the Merger shall take place at the offices of Cooley LLP, 1299 Pennsylvania Ave, Suite 700, Washington DC 20009 at the Effective Time, or on such other date, time and/or place as may be mutually agreed upon by the Parent and the Subsidiary.

## ARTICLE 3

### MISCELLANEOUS PROVISIONS

3.1 **Further Assurances.** Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

3.2 **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**3.4 Severability.** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**3.5 Successors and Assigns.** This Agreement shall be binding upon each of the parties hereto and each of their respective successors and assigns, if any. This Agreement shall inure to the benefit of the Parent, the Subsidiary and their respective successors and assigns, if any.


**3.6 Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties hereto on the date first written above.

**THE PARENT:**

**ECommerce Industries, Inc.**, a Delaware corporation

By: 

Name: Ron Books

Title: President

**THE SUBSIDIARY:**

**RockSolid POS, Inc.**, a Florida corporation

By: 

Name: Gordon P. Kushner

Title: Secretary