

Florida Department of State
Division of Corporations
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RE-SUBMIT

To:

Division of Corporations
Fax Number : (850) 617-6380

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date of submission 8/6

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

**MERGER OR SHARE EXCHANGE
STORMBLOK SYSTEMS, INC.**

Certificate of Status	0
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August 6, 2012

FLORIDA DEPARTMENT OF STATE

Division of Corporations

STORMBLOK SYSTEMS, INCORPORATED
972 ALDERMAN RD
PALMYRA, NY 14522-9540US

SUBJECT: STORMBLOK SYSTEMS, INCORPORATED
REF: P06000035396

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Sylvia Gilbert
Regulatory Specialist II

FAX Aud. #: H12000198070
Letter Number: 012A00020383

RE-SUBMIT

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date of submission 8/6

2012 AUG -7 AM 8:09

TO ACKNOWLEDGE
SUFFICIENCY OF FILING

P.O. BOX 6327 - Tallahassee, Florida 32314

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: StormBlok Systems, 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)

(Firm/Company)

(Address)

(City/State and Zip Code)

For further information concerning this matter, please call:

Betsy Stehler

(Name of Contact Person)

At (585) 232-6500

(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

FILED

2012 AUG -6 PM 3:18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

(Profit Corporations)

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:

Name	Jurisdiction	Document Number (If known/ applicable)
<u>StormBlok Systems, Inc.</u>	<u>Delaware</u>	

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
<u>StormBlok Systems, Incorporated</u>	<u>Florida</u>	<u>P06000035396</u>

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 August 6, 2012

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 August 6, 2012

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

(Attach additional sheets if necessary)

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or
Director

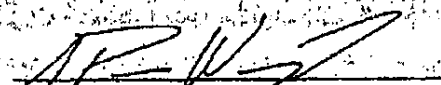
Typed or Printed Name of Individual & Title


StormBlok Systems

Incorporated

StormBlok Systems

Inc.


J. Parr Wiegel, President


J. Parr Wiegel, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of August 6, 2012, in compliance with Section 252 of the General Corporation Law of Delaware and Section 607.1101, Florida Statutes, by and between Stormblok Systems, Inc., a Delaware corporation ("Stormblok DE"); and StormBlok Systems, Incorporated, a Florida corporation ("StormBlok FL"). Stormblok DE and StormBlok FL are sometimes referred to in this Agreement and Plan of Merger as the "Constituent Corporations".

WHEREAS, Stormblok DE is a corporation duly organized and existing under the laws of the State of Delaware authorized to issue 2,500,000 shares of Common Stock, no par value (each a "Stormblok DE Common Share"), and 786,824 shares of Series A Preferred Stock, par value \$0.001 (each a "Stormblok DE Series A Preferred Share"), of which no shares are issued and outstanding;

WHEREAS, StormBlok FL is a corporation duly organized and existing under the laws of the State of Florida authorized to issue 10,000,000 shares of Common Stock, no par value (each a "StormBlok FL Common Share"), of which 971,408 are issued and outstanding, and 350,000 shares of Series A Preferred Stock (each a "StormBlok FL Series A Preferred Share"), of which 301,387 are issued and outstanding; and

WHEREAS, the Board of Directors of StormBlok FL have approved a merger whereby StormBlok FL would be merged with and into Stormblok DE, pursuant to the terms and conditions set forth in this Agreement and Plan of Merger, with Stormblok DE as the surviving corporation (the "Surviving Corporation").

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1. Description of the Merger. On the Effective Date (as defined in Article IV), StormBlok FL shall merge with and into Stormblok DE (the "Merger") and Stormblok DE shall continue as the Surviving Corporation under the name "Stormblok Systems, Inc." subject to the laws of the State of Delaware. The Merger shall be pursuant to and shall have the effect provided for in the General Corporation Law of the State of Delaware (the "Delaware Act").

ARTICLE II

CERTIFICATE OF INCORPORATION, BY-LAWS AND OFFICERS AND DIRECTORS

Section 2.1. Certificate of Incorporation. The Certificate of Incorporation of Stormblok DE, in effect immediately prior to the Effective Date (as defined in Article IV) shall be the Certificate of Incorporation of the Surviving Corporation, until it is amended or repealed in accordance with applicable law and the Certificate of Incorporation of the Surviving Corporation.

Section 2.2. By-laws. The by-laws of Stormblok DE, in effect immediately prior to the Effective Date (as defined in Article IV), shall be the by-laws of the Surviving Corporation, until they are amended or repealed in accordance with applicable law, the Certificate of Incorporation and by-laws of the Surviving Corporation.

Section 2.3. Directors and Officers. The persons who are officers and directors of Stormblok DE immediately prior to the Effective Date (as defined in Article IV) shall continue in their same positions as officers and directors of the Surviving Corporation and hold office in accordance with applicable law, the Certificate of Incorporation and by-laws of the Surviving Corporation.

ARTICLE III

MANNER AND BASIS OF CONVERTING SHARES

Section 3.1. Conversion. On the Effective Date (as defined in Article IV), pursuant to this Agreement and Plan of Merger and without further action by the holder thereof: (a) each Stormblok FL Common Share outstanding immediately prior to the Effective Date (as defined in Article IV) shall be automatically cancelled and extinguished and converted into and become the right to receive one (1) Stormblok DE Common Share; and (b) each Stormblok FL Series A Preferred Share outstanding immediately prior to the Effective Date (as defined in Article IV) shall be automatically cancelled and extinguished and converted into and become the right to receive one (1) Stormblok DE Series A Preferred Share.

ARTICLE IV

EFFECTIVENESS OF MERGER

If this Agreement and Plan of Merger is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

- (i) this Agreement and Plan of Merger shall be filed in accordance with the Delaware Act;
- (ii) corresponding articles of merger (the "Articles of Merger") shall be executed, acknowledged and filed in accordance with the Business Corporation Law of the State of Florida; and
- (iii) the Constituent Corporations shall do all other acts and

things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of this Agreement with the Delaware Secretary of State (the "Effective Date").

ARTICLE V

TERMINATION AND AMENDMENT

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either Constituent Corporation, notwithstanding approval of the Merger by the shareholders of either Constituent Corporation.

Section 5.2. Amendment. This Agreement and Plan of Merger may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement and Plan of Merger by the shareholders of the Constituent Corporations shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of all or any of the shares of any class or series thereof of the Constituent Corporations, (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Expenses. The Surviving Corporation shall pay all expenses incurred in connection with this Agreement and Plan of Merger.

Section 6.2. Further Assurances. If, at any time after the Effective Date, the Surviving Corporation, its successors or assigns determines that any documentation, action or things are necessary or desirable to carry out the purposes of this Agreement and Plan of Merger or to vest the Surviving Corporation with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, franchises and authority of the Constituent Corporations, the officers and directors of the Surviving Corporation are hereby authorized to, and appointed as attorney-in-fact of the Constituent Corporations to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such documentation, and to take and do, in the name and on behalf of either Constituent Corporation or otherwise, all such other actions and things.

Section 6.3. Governing Law. This Agreement and Plan of Merger shall be governed by and interpreted in accordance with the laws of the State of Delaware.

Section 6.4. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute

but one and the same instrument.

Section 6.5. Delivery by Facsimile and Email. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or email, shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of this Agreement and each such Party forever waives any such defense.

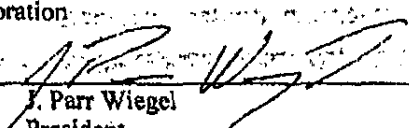
Section 6.6. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, except as otherwise expressly provided herein and may be executed in one or more counterpart copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 6.7. Third Party Beneficiary. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

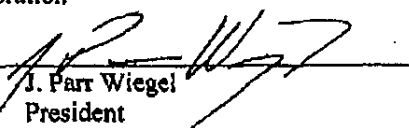
* * * * *

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

STORMBLOK SYSTEMS, INC., a Delaware corporation

By: 
Its: President

STORMBLOK SYSTEMS, INCORPORATED, a Florida corporation

By: 
Its: President

[Agreement and Plan of Merger]