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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

HAWK BIOMETRIC TECHNOLOGIES, INC.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLE OF MERGER

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:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
<u>Hawk Biometric Technology, Inc.</u>	<u>Florida</u>	<u>P07000117380</u>

Second: The name and jurisdiction of the merging corporation:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
<u>Hawk Acquisition Corp.</u>	<u>Florida</u>	<u>P09000004363</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.

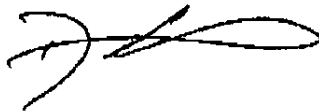
Fifth: The Plan of Merger was adopted by the shareholders of the surviving corporation on FEBRUARY 18, 2009.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on February 2, 2009.

Seventh: SIGNATURES OF EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of Officer</u>
----------------------------	-----------------------------

Hawk Biometric
Technology, Inc.





<u>Typed Name of Individual & Title</u>
David Coriaty, President

Hawk Acquisition
Corp.

Eric Brown,
President

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TALLAHASSEE, FLORIDA

Seventh: **SIGNATURES OF EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature of Officer</u>	<u>Typed Name of Individual & Title</u>
Hawk Biometric Technology, Inc.		David Coriaty, President
Hawk Acquisition Corp.		Eric Brown, President

PLAN OF MERGER

THIS PLAN OF MERGER (the "Agreement") entered into as of the 2nd day of February, 2009, by and between Hawk Biometric Technologies., a Florida corporation ("Hawk Biometric") and Hawk Acquisition Corp., a Florida corporation ("Hawk Acquisition").

WHEREAS, the Board of Directors of Hawk Biometric and Hawk Acquisition have resolved that they be merged, pursuant to the Florida Statutes (the "Florida Law"), into a single corporation existing under the laws of the State of Florida with Hawk Biometric being the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation");

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Merger.** Hawk Acquisition shall be, at the Effective Date, as defined below, merged into Hawk Biometric (the "Merger"), and Hawk Biometric shall be the Surviving Corporation. The parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. Filings; Effects of Merger.

2.1 **Filing of Articles of Merger; Effective Date.** Authorized officers of the respective parties shall make and execute Articles of Merger and shall cause such documents to be filed with the State of Florida, in accordance with the Florida Law. The Merger shall become effective on the date on which the Merger becomes effective under the Florida Law which date is herein referred to as the "Effective Date."

2.3 **Certain Effects of Merger.** On the Effective Date, the separate existence of Hawk Acquisition shall cease, and Hawk Acquisition shall be merged into Hawk Biometric which, as the Surviving Corporation, 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, duties and liabilities of Hawk Biometric; and all and singular, the rights, privileges, powers, and franchises of Hawk Biometric, and all property, real, personal, and mixed, and all debts due to Hawk Biometric on whatever account, as well as stock subscriptions, liens and all other things in action or belonging to Hawk Biometric, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Hawk Biometric, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, shall not revert or be in any way impaired; but all rights of

creditors and all liens upon any property of Hawk Biometric shall be preserved, unimpaired, and all debts, liabilities, and duties of Hawk Biometric 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. At any time, or from time to time, after the Effective Date, the last acting officers of Hawk Biometric or the corresponding officers of the Surviving Corporation, may, in the name of Hawk Biometric execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all Hawk Biometric's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; Bylaws; Directors; Officers.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be "Hawk Biometric Technologies, Inc."

3.2 Articles of Incorporation. The Articles of Incorporation of Hawk Biometric in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 Bylaws. The Bylaws of Hawk Biometric as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

3.4 Directors and Officers. At the Effective Date of the Merger, the officers of Hawk Biometric in office at the Effective Date of the Merger shall become the officers of the Surviving Corporation, and the directors of the Surviving Corporation shall remain unchanged by this Agreement, except as may be determined by the shareholders of the Surviving Corporation.


4. Status and Conversion of Securities. As of the Effective Date, the shares of the constituent corporations shall be converted as follows.

4.1 Hawk Biometric Common Stock. Each share of Class A common stock and Class B common stock of Hawk Biometric issued and outstanding immediately prior to the Effective Date shall cease to be outstanding and shall be converted into and exchanged for the right to receive two-one hundredths (.02) of a validly issued, fully paid and nonassessable share of Series B Preferred Stock of Explorations Group, Inc. Any shares of common stock of Hawk Biometric held in the treasury immediately prior to the Effective Date shall automatically be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

4.2 Hawk Acquisition Common Stock. Each share of the common stock of Hawk Acquisition issued and outstanding immediately prior to the Effective Date shall be converted into one share of common stock of the Surviving Corporation.

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

HAWK BIOMETRIC TECHNOLOGIES, INC.

By: 
Name: _____
Title: President

HAWK ACQUISITION CORP.

By: _____
Name: Eric Brown
Title: President

EXPLORATIONS GROUP, INC.

By: _____
Name: Eric Brown
Title: President

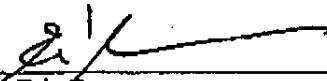
4.2 **Hawk Acquisition Common Stock.** Each share of the common stock of Hawk Acquisition issued and outstanding immediately prior to the Effective Date shall be converted into one share of common stock of the Surviving Corporation.

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


HAWK BIOMETRIC TECHNOLOGIES, INC.

By: _____
Name: _____
Title: President

HAWK ACQUISITION CORP.

By:  _____
Name: Eric Brown
Title: President

EXPLORATIONS GROUP, INC.

By:  _____
Name: Eric Brown
Title: President