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**MERGER OR SHARE EXCHANGE
HCT ACQUISITION, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$70.00

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11/1/11

ARTICLES OF MERGER
MERGING
HIGH COUNTRY TEK, INC.,
A CALIFORNIA CORPORATION
WITH AND INTO
HCT ACQUISITION, INC.,
A FLORIDA CORPORATION

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Nov 8

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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 (the "Surviving Corporation") are HCT Acquisition, Inc., a Florida corporation, document number P11000084909.

SECOND: The name and jurisdiction of the merging corporation is High Country Tek, Inc., a California corporation.

THIRD: HCT Acquisition, Inc. is the owner of at least 90% of all of each class of the capital stock of High Country Tek, Inc. HCT Acquisition, Inc. and High Country Tek, Inc. are referred to herein as the "Constituent Corporations."

FOURTH: Section 1110 of the California Corporations Code permits the short form merger of a 90%-or-more-owned California subsidiary corporation with and into its foreign parent corporation pursuant to a resolution or plan of merger adopted by the Board of Directors of such subsidiary corporation and parent corporation and the execution, acknowledgment and filing of a certificate of ownership with the Secretary of State of the State of California.

FIFTH: Section 607.1107 of the Florida Code permits the merger of a corporation of the State of Florida with a corporation of another jurisdiction.

SIXTH: Section 607.1104 of the Florida Code permits the short form merger of an 80%-or-more-owned subsidiary corporation with and into its parent corporation pursuant to a resolution or plan of merger adopted by the Board of Directors of such subsidiary corporation and parent corporation and the execution, acknowledgment and filing of Articles of Merger with the Department of State of the State of Florida.

SEVENTH: The Board of Directors of HCT Acquisition, Inc. and High Country Tek, Inc., by resolutions adopted on September 30, 2011 and October 6, 2011, respectively, has each authorized the merger of High Country Tek, Inc. with and into HCT Acquisition, Inc. (the

"Merger"), and approved and adopted the Agreement and Plan of Merger regarding the Merger, an executed copy of which is attached hereto as Exhibit A. Approval of the shareholders of HCT Acquisition, Inc. was not required. Approval of the shareholders of High Country Tek, Inc. was not required.

EIGHTH: The Merger shall become effective at 12:01 a.m. Pacific Time, on November 8, 2011.

IN WITNESS WHEREOF, HCT Acquisition, Inc. and High Country Tek, Inc. have caused these Articles of Merger to be executed in their respective corporate name as of the 6th day of October, 2011.

HCT ACQUISITION, INC.

By: 

Lennart Hjord, Chief Executive Officer

HIGH COUNTRY TEK, INC.

By: 

Lennart Hjord, Chief Executive Officer

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of October 6, 2011, by and between HCT Acquisition, Inc., a Florida corporation ("Parent"), and High Country Tek, Inc., a California corporation (the "Company").

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, as of the date hereof, Parent holds at least 90% of all of each class of the outstanding capital stock of the Company;

WHEREAS, the respective Boards of Directors of Parent and the Company deem it desirable and advisable and in the best interest of their respective stockholders, subject to the terms and conditions set forth herein, that the Company merge with and into Parent, with the effect that the surviving corporation will be Parent (the "Merger");

WHEREAS, Section 1110 of the California Corporations Code (the "California Code") permits the short form merger of a 90%-or-more-owned domestic subsidiary corporation with and into its foreign parent corporation upon the adoption of a resolution or plan of merger to so merge by the Board of Directors of such subsidiary corporation and parent corporation and the execution, acknowledgment and filing of a certificate of ownership with the Secretary of State for the State of California;

WHEREAS, Section 607.1107 of the Florida Business Corporations Act (the "FBCA") permits the merger of a corporation of the State of Florida with a corporation of another jurisdiction;

WHEREAS, the Board of Directors of Parent has adopted resolutions approving this Plan and a certificate of ownership (the "Certificate of Ownership") and has directed that this Plan and the Certificate of Ownership be executed by its undersigned officers and filed with all necessary government authorities; and

WHEREAS, the Board of Directors of the Company has adopted resolutions approving this Plan and has directed that this Plan be executed by its undersigned officers and filed with all necessary government authorities;

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

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 1110 of the California Code and Sections 607.1104 and 607.1107 of the FBCA, the Company shall be merged with and into Parent at 12:01 a.m. Pacific Time, on November 8, 2011 (the "Effective Time"). Following the Effective Time, the separate corporate existence of the Company shall cease, and Parent shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the California Code and the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in Parent, as the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of Parent, as the Surviving Corporation.

2. Organizational Documents. The Articles of Incorporation of Parent in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA. The by-laws of Parent in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

3. Directors and Officers. The directors and officers of Parent immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCA.

4. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Parent or the Company or the holders of shares of capital stock of the Company:

(a) each share of common stock of the Company, no par value ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares (as hereinafter defined), shall be converted into the right to receive cash in the amount of \$0.8743 (the "Per Share Cash Consideration");

(b) each share of Series A Convertible Preferred Stock of the Company, no par value ("Company Series A Preferred Stock") issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares (as hereinafter defined), shall be converted into the right to receive cash in the amount of the Per Share Cash Consideration;

(c) each share of Series B Convertible Preferred Stock of the Company, no par value ("Company Series B Preferred Stock"), issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares (as hereinafter defined), shall be

converted into the right to receive cash in the amount of the Per Share Cash Consideration;

(d) each share of Company Common Stock, Company Series A Preferred Stock and Series B Preferred Stock that is owned by Parent or the Company (as treasury stock or otherwise) will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefore; and

(e) each share of capital stock of Parent issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

5. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Section 4, shares of Company Common Stock, Company Series A Preferred Stock and Company Series B Preferred Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares of Company Common Stock in accordance with Sections 1301, 1302, 1303 and 1304 of the California Code (such shares being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the California Code with respect to such shares) shall not be converted into a right to receive the Per Share Cash Consideration, but instead shall be entitled to only such rights as are granted by Sections 1300-1313 of the California Code; *provided, however*, that if, after the Effective Time, such holder fails to perfect, withdraws or loses such holder's right to appraisal pursuant to Sections 1300-1313 of the California Code or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 1300 of the California Code, such shares of Company Common Stock, Company Series A Preferred Stock or Company Series B Preferred Stock shall be treated as if they had been converted as of the Effective Time into the right to receive the Per Share Cash Consideration in accordance with Section 4, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares pursuant to Section 6 below.

6. Stock Certificates. Upon surrender by the stockholders of the Company of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock, Company Series A Preferred Stock or Company Series B Preferred Stock to Parent for cancellation, together with a duly executed letter of transmittal and such other documents as Parent shall require, the holder of such Certificates shall be entitled to receive in exchange therefore the Per Share Cash Consideration that such holder has the right to receive pursuant to Section 4 after taking into account all shares of Company Common Stock, Company Series A Preferred Stock and Company Series B Preferred Stock then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be

deemed to represent only the right to receive the Per Share Cash Consideration pursuant to Section 4, and until such surrender or exchange, no such Per Share Cash Consideration shall be delivered to the holder of such outstanding Certificate in respect thereof.

7. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

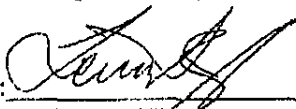
13. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or

any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HCT ACQUISITION, INC.

By: 

Name: Lennart Hjord

Title: Chief Executive Officer

HIGH COUNTRY TEK, INC.

By: 

Name: Lennart Hjord

Title: CHIEF EXECUTIVE OFFICER