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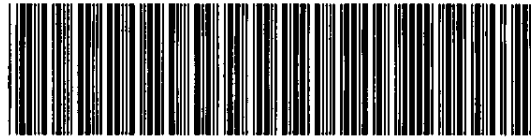
(Business Entity Name)

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NOTARY T.

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** B4C Technologies, 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:

Robert C. Hackney, Esq.

Contact Person

Hackney Law, PA

Firm/Company

1060 E. Indiantown Rd., Suite 400

Address

Jupiter, Florida 33477

City/State and Zip Code

bobhackney@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert C. Hackney, Esq.

Name of Contact Person

At ( 561 )

776-8600

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

## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to Section 607.1105, Florida Statutes, and the Florida Limited Liability Company Act, pursuant to Section 608.438, Florida Statutes.

### ARTICLE I

The name and jurisdiction of the surviving corporation is B4C Technologies, Inc., a Florida corporation, Document Number P13000075422.

### ARTICLE II

The name and jurisdiction of the merging limited liability company is B4C Technologies, LLC, a Florida limited liability company, Document Number L10000021038.

### ARTICLE III

The Plan and Agreement of Merger is attached hereto and incorporated herein.

### ARTICLE IV

The merger shall become effective on December 31, 2013.

### ARTICLE V

The Plan and Agreement of Merger was adopted by the Board of Directors and the shareholders of the surviving corporation on September 24, 2013, in accordance with the Florida Business Corporation Act.

### ARTICLE VI

The Plan and Agreement of Merger was adopted unanimously by the Managers of the merging limited liability company and approved by its Members owning a majority in interest of its Membership Interests on September 24, 2013, in accordance with its Operating Agreement and the Florida Limited Liability Company Act.

#### **SURVIVING CORPORATION:**



C. Edward McComas, President  
B4C Technologies, Inc.

#### **MERGING LIMITED LIABILITY COMPANY:**



C. Edward McComas, Manager  
B4C Technologies, LLC

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DIVISION OF CORPORATIONS

## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER dated September 24, 2013, by and between B4C TECHNOLOGIES, INC., a Florida corporation ("New B4C") and B4C TECHNOLOGIES, LLC, a Florida limited liability company ("Old B4C"), New B4C and Old B4C hereinafter being sometimes referred to as the "constituent entities."

### **WITNESSETH:**

WHEREAS, the Board of Directors of New B4C and the Managers of Old B4C deem the merger of Old B4C with and into New B4C on the terms herein set forth (the "Merger") to be desirable and in the best interests of their respective shareholders and members, and have adopted and approved this Plan and Agreement of Merger ("Agreement"); and

WHEREAS, The Board of Directors of New B4C and the Managers of Old B4C have directed that this Agreement and the merger contemplated hereby be submitted to their respective shareholders and members for approval in accordance with the applicable laws of the State of Florida;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties and representations contained in this Agreement and in order to consummate the transactions described above, Old B4C and New B4C agree as follows:

### **ARTICLE I**

#### **THE MERGER**

**1. Merger.** The parties agree that Old B4C shall be merged into New B4C, as a single corporation, upon the terms and conditions of this Agreement and that New B4C shall continue under the laws of the State of Florida as the Surviving Corporation (the "Surviving Corporation"), and they further agree as follows:

**(a) Articles of Incorporation.** The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Surviving Corporation shall be as appears in the Articles of Incorporation of New B4C on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the Effective Date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

**(b) Bylaws.** The Bylaws of New B4C in effect on the Effective Date shall be the Bylaws of the Surviving Corporation until they shall be altered, amended or repealed.

**(c) Directors.** The persons who upon the Effective Date shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of New B4C on the Effective Date, consisting of Edward McComas. The Company

anticipates the addition of up to four additional directors. If on the Effective Date any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

**(d) Officers.** The persons who upon the Effective Date shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of New B4C on the Effective Date, subject to the addition of officers thereafter. Presently, the sole officer of the Surviving Corporation is Edward McComas.

**2. Submission to Shareholders and Members.** This Agreement shall be submitted to at least a majority of the Members of Old B4C for their consent and approval by September 25, 2013, in accordance with the Florida Limited Liability Company Act and the Operating Agreement of Old B4C, and shall be submitted to the shareholders of New B4C for their consent and approval by September 25, 2013, in accordance with the Florida Business Corporation Law, or such later date as the Board of Directors of New B4C and a majority of the Managers of Old B4C shall mutually approve, and, if it is adopted and approved in accordance with the laws of Florida, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries or managers, and this Agreement and appropriate Articles of Merger shall be signed and acknowledged or sworn pursuant to the laws of Florida.

**3. Effective Date.** The Merger of Old B4C into New B4C shall become effective upon filing of the Articles of Merger with the State of Florida. The date on which the merger of Old B4C into New B4C becomes effective is referred to in this Agreement as the "Effective Date".

**4. Effect of Merger.** On the Effective Date, the separate existence of Old B4C shall cease and Old B4C shall be merged into New B4C in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the intellectual property of Old B4C including formulas and process procedures related to the art and science of Thermochemical Diffusion known and invented by Edward McComas, as well as all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties, of each of the constituent entities so merged, and all the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent entities; and all property, real, personal and mixed, and all debts to either of the constituent entities on whatever account as well as for stock subscriptions and all other things in action or belonging to each of the constituent entities shall be vested in the Surviving Corporation; and all of the intellectual property of Old B4C including formulas and process procedures related to the art and science of Thermochemical Diffusion known and invented by Edward McComas, as well as all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be effectively the property of the Surviving Corporation as they were of the respective constituent entities, and the title to any real estate, whether vested by deed or otherwise in either of the constituent entities under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent entities shall be preserved unimpaired; and all debts, liabilities and duties of the constituent entities shall then attach to the Surviving Corporation and may be

enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

**5. Conversion Ratio.** The manner and basis of converting and exchanging the membership interests of Old B4C into common stock of New B4C shall be as follows:

(a) **Ratio.** On the Effective Date, each Unit of Membership Interest of Old B4C (whether such Unit is a Common Unit or a Preferred Unit) issued and outstanding immediately before the Effective Date, by virtue of the Merger and without any action on the part of the holder of any Unit of Membership Interest of Old B4C, shall be converted into New B4C Stock (as defined below), based upon the following formula:

For each Unit of Membership Interest (Common or Preferred) of Old B4C, New B4C shall issue two shares of common stock of New B4C. The total number of shares of New B4C Stock to be issued to Old B4C members in exchange for their Units of Old B4C membership interests shall be 140,678 shares of common stock.

For all purposes of this Agreement, the term "New B4C Stock" shall mean fully paid and nonassessable common stock of New B4C, par value \$0.01 per share, and all securities or property (including cash) issued or exchanged with respect thereto from and after the date of this Agreement upon any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up, sale of assets, distribution to shareholders, or combination of such stock or any change in the capital structure of New B4C. In the event of any such change, the number of shares of New B4C Stock into which Old B4C Units of Membership Interest is to be converted pursuant to Section 5(a) hereof shall be appropriately adjusted.

(b) **Fractional Shares.** No certificates or scrip representing fractional shares of New B4C Common Stock shall be issued upon surrender for exchange of certificates representing Old B4C Units of Membership Interest. In the event that the calculation of the exchange would result a Old B4C Member being entitled to a fractional share, if such number is equivalent to .5 or more of a share, the number of shares due the shareholder will be rounded up to the next whole number of shares. In the event that the calculation of the exchange would result a Old B4C Member being entitled to a fractional share, if such number is less than .5 of a share, the number of shares due the shareholder will be rounded down to the next whole number of shares.

**6. Exchange of Certificates.**

(a) **Generally.** As soon as practicable after the Effective Date, each holder of an outstanding certificate or certificates representing Old B4C Units of Membership Interest shall surrender the same to Hackney Law, P.A., Exchange Agent, for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange a certificate representing the number of shares of New B4C Stock into which those Units of Old

B4C Membership Interest previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the Effective Date, represented Units of Old B4C Membership Interest shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the respective shares of New B4C stock into which they shall have been converted.

(b) *Specific Procedure.* Prior to the Effective Date, New B4C shall prepare certificates representing the shares of New B4C Stock into which Old B4C Membership Interests shall be converted (the "New B4C Certificates"). Promptly after the Effective Date, New B4C or the exchange agent shall deliver to each record holder, as of the Effective Date, of an outstanding certificate or certificates which immediately prior to the Effective Date represented Old B4C Membership Interests (the "Old B4C Certificates") a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Old B4C Certificates shall pass, only upon proper delivery of the Old B4C Certificates to the Surviving Corporation) and instructions for use in effecting the surrender and exchange of the Old B4C Certificates. Upon surrender to the Surviving Corporation or its designated agent of a Old B4C Certificate or Certificates, together with such letter of transmittal duly executed, New B4C or Exchange Agent shall promptly deliver to the recordholder of such Old B4C Certificate or Certificates, in exchange therefor, New B4C Certificates representing an aggregate number of shares of New B4C Stock to which such holder is entitled pursuant to Section 5 above, and such Old B4C Certificate or Certificates shall forthwith be cancelled. If New B4C Certificates are to be issued to a person or entity other than the person or entity in whose name the Old B4C Certificate or Certificates surrendered is registered, it shall be a condition of delivery of New B4C Certificates and cash payments for fractional shares in such other person's or entity's name that (i) the Old B4C Certificate or Certificates so surrendered shall be properly endorsed or accompanied by a properly executed stock power or powers for transfer and (ii) such other person or entity shall pay any transfer or other taxes required by reason of the issuance to a person other than the registered holder of the Old B4C Certificate or Certificates surrendered or shall establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable.

(c) *No Transfers After Effective Date.* At and after the Effective Date, there shall be no transfers of Units of Old B4C Membership Interest which were outstanding immediately prior to the Effective Date on the transfer books of Old B4C. If, after the Effective Date, Old B4C Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for New B4C Certificates as provided in this Article II. At the close of business on the Effective Date, the transfer books of Old B4C shall be closed.

**7. Shareholders' Rights.** All shares of New B4C Stock for and into which Units of Old B4C Membership Interest shall have been converted and exchanged pursuant to this Agreement shall be fully paid and nonassessable and shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged Units. Unless the Merger is abandoned, the holders of Old B4C Certificates shall cease on the Effective Date to be Members of Old B4C and shall have no rights with respect to Units of Old B4C Membership Interest except the rights to receive the consideration set forth in Section 5 above.

**8. Compliance with Laws.** Old B4C and New B4C shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida, and the United States

in connection with the contemplated Merger.

**9. Transfer Books.** At the close of business on the Effective Date, the transfer books of Old B4C shall be closed and no transfer of Units of Old B4C Membership Interests shall be made or consummated thereafter.

**11. Further Assurances.** Prior to and from and after the Effective Date, the constituent entities shall take all actions necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary and desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of Old B4C, the managers, officers and/or directors of the constituent entities shall execute and deliver all instruments and take all action the Surviving Corporation may reasonably determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF OLD B4C**

**1. Old B4C's Representations and Warranties.** Old B4C and its Members represent and warrant to and agree with New B4C as follows:

**(a) Limited Liability Company Organization and Good Standing.** Old B4C is a limited liability company duly organized, and validly existing under the laws of the State of Florida, and has full corporate power and authority to carry out its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of business transacted by it makes those qualifications or authorizations necessary, except for jurisdictions in which the failure to be so qualified or authorized or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the business or financial condition of Old B4C. Old B4C is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of organization, as amended to date, and the Operating Agreement, to date, of Old B4C previously delivered to New B4C are true, correct and complete copies as now in full force and effect. No provision of those instruments prohibits, limits or otherwise affects the right, power and authority of Old B4C to enter into this Agreement or to cause consummation of the merger.

**(b) Capitalization.** The authorized capitalization of Old B4C consists of 80,000 Common Units, of which 63,838.5 Units are presently issued and outstanding, and 20,000 Preferred Units, of which 6,000 are presently issued and outstanding. There are no existing options, warrants, convertible securities or similar rights granted by Old B4C, or any commitments or agreements of a similar nature to which Old B4C is a party, relating to the authorized or issued Units of Old B4C.



**(c) Subsidiaries.** Old B4C presently has no subsidiaries.

Old B4C does not (a) own of record or beneficially, directly or indirectly, (i) any shares of capital stock or securities convertible into capital stock of any other corporation or (ii) any interest in any partnership, joint venture or other non-corporate business entity or (b) control, directly or indirectly, any other entity.

**(d) Authorization.** The execution, delivery and performance of this Agreement has been duly and effectively adopted and authorized by a majority of the Managers of Old B4C and will be submitted to the Members of Old B4C for approval under applicable provisions of the Florida Limited Liability Company Act and the Operating Agreement.

**(e) Financial Statements.** Old B4C has delivered to New B4C the unaudited balance sheets of Old B4C as of June 30, 2013, and the unaudited statement of operations and cash flows of Old B4C for the quarter ended June 30, 2013. These financial statements fairly present, in conformity with generally accepted accounting principles applied on a consistent basis, the financial position of Old B4C as of the date of the balance sheets and the results of the operations of Old B4C for the periods covered by the statements of operations.

**(f) No Violation.** Old B4C is not, and by the execution and performance of this Agreement, will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under, any outstanding indenture, mortgage, contract or agreement to which Old B4C is a party or to which Old B4C may be subject, or under any provision of its articles of organization or Operating Agreement. Provided the Members of Old B4C have approved the transaction, the execution and performance of this Agreement by Old B4C will not violate any order, injunction, decree, statute, rule or regulation applicable to Old B4C or any of its properties or assets.

**(g) Lists of Properties, Contracts, Etc.** Old B4C has provided to New B4C, a list of the following:

**(1) Real Property.** All real property owned, leased or otherwise used or occupied by Old B4C with book value or market value (whichever is greater) of \$10,000.00 or more.

**(2) Patents, Etc.** All United States or foreign patent, trademark and trade name registrations, or applications pending on this date for any patent, trademark, trade name or copyright registrations;

**(3) Insurance.** All policies of insurance in force with respect to Old B4C including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

**(4) Employees.** The names of, and salary (including commissions and bonuses) paid in the fiscal year ended December 31, 2012, to all of the officers, directors and employees of Old B4C;

(5) **Permits.** A list of all franchises, licenses, permits, consents, approvals and authorizations of or from any public or governmental agency, trade names and copyright registrations, used in or otherwise necessary for the conduct of their businesses;

(6) **Banks.** The name of each bank in which Old B4C has an account or safe deposit box and the names of all persons authorized to draw on or have access to them;

(7) **Powers of Attorney.** The names of all persons, if any, holding a power of attorney from Old B4C; and

(8) **Litigation.** A complete list and description, regarding all actions, suits, claims or legal, administrative or arbitration proceedings or investigations (whether or not the defense thereof or liabilities in respect thereof are covered by policies of insurance), pending or threatened against Old B4C, or any of the properties or assets of any Old B4C Company, or to which any Old B4C Company is a party or a target, and all outstanding orders, writs, injunctions or decrees of any court, governmental agency or arbitration tribunal against Old B4C or to which any Old B4C Company is a party or a target.

(h) **Full Disclosure.** This Agreement and all documents, schedules and certificates required to be delivered by Old B4C to New B4C pursuant to this Agreement do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to make the statements contained herein and therein, in light of the circumstances in which made, not misleading.

### **ARTICLE III**

#### **REPRESENTATIONS OF NEW B4C**

**1. Representations and Warranties of New B4C.** New B4C represents and warrants to and agrees with Old B4C as follows:

(a) **Corporate Organization and Good Standing.** New B4C is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry out its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of business transacted by it makes those qualifications or authorizations necessary when failure to qualify would have a material and adverse effect on the business of New B4C. New B4C is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the Bylaws, as amended to date, of New B4C previously delivered to Old B4C are true, correct and complete copies as now in full force and effect. No provision of those instruments prohibits, limits or otherwise affects the right, power and authority of New B4C to enter into this Agreement or to cause consummation of the merger.

(b) **Capitalization.** New B4C authorized capital stock consists of 10,000,000 shares of common stock, par value \$0.01 per share, of which 70,000 shares are presently

outstanding, and all of which shares are validly issued, fully paid and nonassessable, and 1,000,000 shares of preferred stock, none of which are presently outstanding. There are also outstanding a total of 83,400 options to acquire 83,400 shares of common stock of New B4C. There are no other existing options, warrants, convertible securities or similar rights granted by New B4C, or any commitments or agreements of a similar nature to which New B4C is a party, relating to the authorized or issued stock of New B4C, other than an employee stock option pool consisting of 181,923 options to acquire 181,923 shares of common stock of New B4C, and an agreement with new investors to acquire a minimum of 49,000 shares of common stock for \$1,500,000 and up to a maximum of 84,000 shares of common stock for \$2,400,000, the closing of which is contingent upon the closing of the Merger, and shall close simultaneously with the Merger.

**(c) Subsidiaries.** New B4C has no subsidiaries.

**(d) Authorization.** The execution, delivery and performance of this agreement by New B4C have been duly and effectively authorized by the Board of Directors of New B4C. This Agreement is subject to approval of the shareholders of New B4C under the Florida Business Corporation Law, and it will be submitted to the shareholders for approval.

**(e) Shares to be Issued.** The shares of New B4C Stock to be issued and delivered pursuant to this Agreement have been duly authorized for issuance by the Board of Directors of New B4C and when so issued and delivered upon conversion will be validly issued and outstanding, fully paid and nonassessable.

**(f) No Violation.** New B4C is not, and by the execution and performance of this Agreement, will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under, any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its Articles of Incorporation or Bylaws, except for possible defaults that individually or in the aggregate would not have any materially adverse effect on the business of New B4C. The execution and performance of this Agreement by New B4C will not violate any order, injunction, decree, statute, rule or regulation applicable to New B4C or any of its properties or assets.

**(g) Full Disclosure.** This Agreement and all documents, schedules and certificates required to be delivered by New B4C to Old B4C pursuant to this Agreement do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to make the statements contained herein and therein, in light of the circumstances in which made, not misleading.

## **ARTICLE IV**

### **COVENANTS OF NEW B4C AND OLD B4C**

**1. No Change in Conduct of Business.** Except as contemplated by this Agreement or as consented to in writing by the parties to this agreement, during the period from the date of

this Agreement to the Effective Date, New B4C and Old B4C shall conduct their respective operations and affairs according to their ordinary and usual courses of business consistent with past practices. The business of Old B4C shall be conducted only in the normal, usual and ordinary course; and Old B4C will use its best efforts to preserve those business functions intact and to keep available to the Surviving Corporation the services of Old B4C's present employees and to preserve for the Surviving Corporation the goodwill of Old B4C's suppliers, customers and others having business relations with Old B4C. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement or as consented to in writing by the parties to this agreement, prior to the Effective Date, Old B4C shall not, (i) issue, sell or pledge, or authorize or propose the issuance, sale or pledge of (A) additional Units of Membership Interest of any class or securities convertible into any such Units or (B) any rights, warrants or options to acquire any such Units or other convertible securities, or grant or accelerate any right to convert or exchange any securities for Units; (ii) redeem, purchase or otherwise acquire, or propose to redeem, purchase or otherwise acquire, any of its outstanding securities; (iii) declare, set aside, make or pay any dividend or distribution (whether in cash, stock or property) on or in respect of any Units; or (iv) agree in writing or orally to take any of the foregoing actions or any other action which would make any representation or warranty in this Agreement untrue on the date hereof or on the Effective Date.

**2. No Solicitation or Discussion.** Except for the transactions contemplated by this Agreement, Old B4C shall use its best efforts to cause its managers, employees, representatives, agents and affiliates not to, directly or indirectly, encourage solicit, initiate or participate in any way in discussions or negotiations with, or knowingly provide any information to, any person (other than the parties to this Agreement or any affiliate thereof) concerning any merger, purchase or sale of asset, purchase or sale of securities, exchange offer, consolidation, combination or similar transaction involving Old B4C, during the term of this Agreement.

**3. Access to Information.**

(a) Between the date of the Agreement and the Effective Date, each party shall (i) give to the other and its authorized representatives access during regular business hours upon reasonable notice to such party's offices, and other facilities and to all of its books and records, (ii) permit the other and its authorized representatives to make such inspections as it may require, (iii) cause its officers to furnish the other and its authorized representatives with such financial and operating data and other information with respect to its business and properties as such party any from time to time request, (iv) furnish such party promptly with a copy of each report, schedule and other documents filed or received by it pursuant to federal or state securities law, if any, and (v) notify the other promptly in writing of the occurrence of any event or the existence of any circumstance which would have made any of its representations and warranties set forth herein untrue.

(b) New B4C and Old B4C agree that, in the event that the transactions contemplated hereby shall not be consummated, each will treat in confidence all documents, materials and other information which either shall have obtained during the course of the negotiations leading to this Agreement, the investigation of the other party hereto and the preparation of this Agreement and other documents relating to this Agreement, and shall return to the other party

all copies of non-public documents and materials which have been furnished in connection therewith.

**4. Reasonable Best Efforts.** Subject to the terms and conditions hereof, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. In case at any time after the Effective Date any further action is necessary or useful to carry out the purpose of this Agreement, the parties shall use their reasonable best efforts to cause their respective proper officers, employees and representatives to take all such necessary action.

**5. Member and Shareholder Meetings.**

(a) Old B4C shall, as soon as practicable, take all action necessary in accordance with the Florida Limited Liability Act, its Articles of Organization and Operating Agreement and the resolution of its Managers with respect to obtaining approval of the Merger by holders of a majority of the Units of Old B4C Membership Interests entitled to vote in person or by proxy at a meeting to be convened on the earliest practicable date for the purposes of considering and voting on the Merger. A majority of the Managers of Old B4C shall recommend that Old B4C's Members vote to approve the Merger, and this Agreement, shall use its best efforts to solicit from Members of Old B4C proxies in favor of the Merger and shall take all other action in its judgment reasonably necessary and appropriate to secure the vote of Members required to effect the Merger. Without limiting the generality of the foregoing, if, at the meeting, holders of less than the number of Units of Old B4C Membership Interest required to duly approve the Merger are voted in favor of such proposals, and a number of Units are not voted which, if they were present and voted in favor of the Merger, together with the shares voted in favor of such proposals, such proposals would be duly approved, at the request of New B4C or at its own instance, Old B4C will adjourn the meeting on one or more occasions to a convenient date within no more than forty-five days and will continue to solicit proxies until such date; provided that adjournment and solicitation comply with all applicable laws.

(b) New B4C shall, as soon as practicable, take all action necessary in accordance with the Florida Business Corporation Law, its Articles of Incorporation and By-Laws and the resolution of its Board of Directors with respect to obtaining approval of the Merger by holders of a majority of the New B4C Stock entitled to vote in person or by proxy at a meeting to be convened on the earliest practicable date for the purposes of considering and voting on the Merger. The Board of Directors of New B4C shall recommend that New B4C's shareholders vote to approve the Merger, and this Agreement, shall use its best efforts to solicit from shareholders of New B4C proxies in favor of the Merger and shall take all other action in its judgment reasonably necessary and appropriate to secure the vote of shareholders required to effect the Merger. Without limiting the generality of the foregoing, if, at the meeting, holders of less than the number of shares of New B4C Stock required to duly approve the Merger are voted in favor of such proposals, and a number of shares are not voted which, if they were present and voted in favor of the Merger, together with the shares voted in favor of such proposals, such proposals would be duly approved, at the request of Old B4C or at its own instance, New B4C will adjourn the meeting on one or more occasions to a convenient date

within no more than forty-five days and will continue to solicit proxies until such date; provided that adjournment and solicitation comply with all applicable laws.

**6. Notification of Certain Matters.** Old B4C and New B4C will each give prompt notice to the other after it has knowledge of (i) the occurrence, or failure to occur, of any event which occurrence or failure would or would be likely to cause any of their respective representations or warranties contained in this Agreement to be untrue or incorrect in any material respect at any time from the date hereof to the Effective Date and (ii) any failure on the part of Old B4C or New B4C, as the case may be, or on the part of any of the managers, officers, directors, employees, representatives or agents of such parties to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by them under this Agreement; provided, however, that no such notification will alter or otherwise affect such representations, warranties, covenants, conditions or agreements of the parties.

**7. Public Announcements.** New B4C and Old B4C shall, to the fullest extent practicable, consult with one another before issuing any press release or otherwise making any public statement with respect to the Merger and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by law after consultation with counsel.

## **ARTICLE V**

### **CONDITIONS TO OBLIGATION TO CONSUMMATE THE MERGER**

**1. Conditions to Obligations of Old B4C.** All obligations of Old B4C under this Agreement are subject to the fulfillment, prior to the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of Old B4C, may be waived in writing by Old B4C):

**(a) Representations and Warranties.** Old B4C shall not have discovered any material error, misstatement or omission in the representations and warranties made by New B4C in Article III, of this Agreement or any material adverse change in the business, operations or properties of New B4C after the date of this Agreement. The representations, warranties and agreements of New B4C contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (but the representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by Old B4C) and shall then be true in all material respects; New B4C shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Effective Date; and Old B4C shall have been furnished with a certificate of the president or vice president of New B4C, dated the Effective Date, certifying in such detail as Old B4C may request to the fulfillment of the foregoing conditions.

**(b) Capitalization of New B4C.** There shall occur a simultaneous closing of the capitalization of New B4C and the closing of the Merger, such that New B4C has been capitalized with at least One Million Five Hundred Thousand Dollars (\$1,500,000) of new

capital, which will be available to the Surviving Corporation to implement and expand the business operations set forth in the Business Plan of Old B4C.

**(c) Certificates from New B4C.** New B4C shall provide a certificate from its President, certifying the following:

(1) New B4C is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with full corporate power to carry on its business as then conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the character and location of the properties owned by it or the nature of the businesses transacted by it makes that qualification necessary when failure to qualify would have a material and adverse effect on the business of New B4C.

(2) New B4C authorized capital stock consists of 10,000,000 shares of common stock, par value \$0.01 per share, of which 70,000 shares are presently outstanding, and all of which shares are validly issued, fully paid and nonassessable, and 1,000,000 shares of preferred stock, none of which are presently outstanding. There are also outstanding a total of 83,400 options to acquire 83,400 shares of common stock of New B4C. There are no other existing options, warrants, convertible securities or similar rights granted by New B4C, or any commitments or agreements of a similar nature to which New B4C is a party, relating to the authorized or issued stock of New B4C, other than an employee stock option pool consisting of 181,923 options to acquire 181,923 shares of common stock of New B4C and an agreement with new investors to acquire a minimum of 49,000 shares of common stock for \$1,500,000 and up to a maximum of 84,000 shares of common stock for \$2,400,000, the closing of which is contingent upon the closing of the Merger, and shall close simultaneously with the Merger.

(3) The execution, delivery and performance of this Agreement by New B4C has been duly authorized and adopted by all requisite action of the Board of Directors of New B4C and by the shareholders of New B4C; and no consent or approval by any state or municipal agency is required under the Florida law; this Agreement has been duly executed and delivered by New B4C and constitutes a valid and legally binding obligation of New B4C enforceable in accordance with its terms, except as limited by equitable remedies, securities laws regarding indemnification, and bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights; and when the Articles of Merger are filed pursuant to Florida law, the merger of Old B4C into New B4C shall become effective as contemplated in this Agreement.

(4) The shares of New B4C Stock to be issued and delivered pursuant to this Agreement have been duly authorized and when issued and delivered will be validly issued, fully paid and nonassessable, free from preemptive rights.

**(d) Corporate Authorization.** Old B4C shall have received copies of the resolutions adopted by the directors and shareholders of New B4C, certified to be true and correct by an officer of New B4C.

**(e) Shareholder Approval.** The shareholders of New B4C shall have duly approved this Agreement and the transactions contemplated hereby by requisite vote.

**2. Conditions to Obligations of New B4C.** All obligations of New B4C under this Agreement are subject to the fulfillment, prior to the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of New B4C, may be waived in writing by New B4C):

**(a) Representations and Warranties.** New B4C shall not have discovered any material error, misstatement or omission in the representations and warranties made by Old B4C in Article II of this Agreement or any material adverse change in the business, operations or properties of Old B4C after the date of this Agreement. The representations, warranties and agreements of Old B4C contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (but the representations, warranties and agreements may reflect the consummation of any transactions consented to or approved in writing by New B4C) and shall then be true in all respects; Old B4C shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Effective Date; and New B4C shall have been furnished with a certificate of a majority of the managers of Old B4C, dated the Effective Date, certifying in such detail as New B4C may request to the fulfillment of the foregoing conditions.

**(b) Corporate Authorization.** The execution, delivery and performance of this Agreement and the Merger shall have been duly and effectively adopted and approved by the members of Old B4C in accordance with the Florida Limited Liability Company Act, New B4C shall have received copies of the resolutions adopted by the managers and members, certified to be true and correct by the secretary of Old B4C.

**(c) Member Approval.** A majority of the membership units of Old B4C, and all of the Series A Preferred Members shall have duly approved this Agreement and the transactions contemplated hereby by requisite vote.

**(d) Certificates from Old B4C.** Old B4C shall provide a certificate from a majority of its managers, certifying the following:

(1) Old B4C is a limited liability company duly organized, and validly existing under the laws of the State of Florida, has the corporate power to carry on its business as it is then being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the character and location of the properties owned by it or the nature of the businesses transacted by it makes that qualification necessary except for jurisdictions in which the failure to be so qualified or authorized or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the business or financial condition of Old B4C.

(2) Old B4C's authorized capital stock consists of 80,000 Common Units, of which 63,838.5 Units are presently issued and outstanding, and 20,000 Preferred Units, of which 6,000 are presently issued and outstanding. There are no existing options, warrants, convertible securities or similar rights granted by Old B4C, or any commitments or agreements of a similar nature to which Old B4C is a party, relating to the authorized or issued Units of Old B4C.

(3) The execution, delivery and performance of this Agreement by Old



B4C have been duly authorized, adopted and approved by all requisite action of a majority of the managers and the members of Old B4C in accordance with the Florida Limited Liability Company Act, and the Company's Operating Agreement, along with the consent of all of the Series A Preferred Members, and no consent or approval by any state or municipal agency under the laws of the State of Florida is required; which has not been obtained and this Agreement has been duly executed and delivered by Old B4C and constitutes a valid and binding obligation of Old B4C enforceable in accordance with its terms, except as limited by equitable remedies, securities laws regarding indemnification, and bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights; and when the Articles of Merger are filed pursuant to Florida law, the merger of Old B4C into New B4C shall become effective as contemplated in this Agreement.

**(e) Absence of Litigation.** At the Effective Date no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the contemplated transactions.

**(f) Redemption.** At the Effective Date, the equity position of Scott Eccelston shall be redeemed and the New B4C shall have received his acknowledgment of retirement from any management position in Old B4C as of the Effective Date. Mutual general releases shall be executed in connection with Mr. Eccelston's separation from Old B4C that shall provide for New B4C to indemnify Mr. Eccelston from any and all claims arising from or related to his service as manager of Old B4C and which shall release Mr. Eccelston, Old B4C, New B4C, and all of their employees, agents, managers, officers and directors. The redemption shall be made on the basis of a payment of \$250,000 upon receipt of the first One Million Five Hundred Thousand Dollars (\$1,500,000) of new investment capital by the Company.

**(g) Employment Contracts.** The employment agreements between Old B4C and Edward McComas and Thomas Dyer shall be terminated prior to the closing of the Merger.

**(h) Termination and Settlement Agreement.** The parties acknowledge that Old B4C has agreed with Thomas Dyer, as a condition of his termination of employment and retirement for any management position, that he shall receive the following: (i) A severance payment not to exceed Twenty Thousand Dollars (\$20,000), payable monthly for twelve months in the form of payments for health insurance coverage under COBRA, providing for the same coverage that is presently in effect; (ii) Execution of mutual general releases between Mr. Dyer and Old B4C, New B4C, and all of their employees, agents, managers, officers and directors; (iii) Forgiveness of the obligation of Mr. Dyer to Old B4C of his obligation in the amount of \$129,934.21 as of June 30, 2013, plus any obligation incurred between June 30, 2013 and the Effective Date; (iv) Redemption of the 1500 Units (which will be converted under the terms of this Agreement to New B4C common stock) purchased by Margaret Dyer, at the redemption price of an aggregate of \$150,000, payable by New B4C upon receipt of new investment capital aggregating \$2,400,000. New B4C acknowledges its obligation with regard to these commitments.

## **ARTICLE VI**

### **TERMINATION**

**1. Termination.** Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the Effective Date:

(a) By mutual consent of the Board of Directors of New B4C and a majority of the Managers of Old B4C; or

(b) By the Board of Directors of New B4C and a majority of the Managers of Old B4C if the Closing of the Merger shall not have occurred by October 10, 2013.

## **ARTICLE VII**

### **MISCELLANEOUS**

**1. Survival of Representations and Warranties.** All representations and warranties contained in this Agreement or in any certificate or other writing delivered pursuant hereto shall survive the Closing until the second anniversary of the Effective Date. Any representation and warranty herein or in any such certificate or writing shall be deemed to have been relied upon by the party or parties to which made, notwithstanding any investigation or inspection made by or on behalf of such party or parties and shall not be affected in any respect by any such investigation or inspection.

**2. Effect of Termination.** In the event of the termination of this Agreement pursuant to Article VI, this Agreement shall forthwith become void and of no further effect, without any liability on the part of any party or its managers, directors, officers, shareholders or representatives (except for the provisions of Article IV, Section 3(b); Article VII, Section 2; and Article VII, Section 5, which shall remain in effect). Nothing in this Article VII, Section 2 shall relieve any party to this Agreement of liability for breach of this Agreement.

**3. Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Old B4C and New B4C at any time prior to the Effective Date with respect to any of the terms contained herein.

**4. Extension; Waiver.** At any time prior to the Effective Date, New B4C, on the one hand, and Old B4C, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive any inaccuracies in the representations and warranties contained herein by the other or in any document, certificate or writing delivered pursuant hereto by or on behalf of the other or (iii) waive compliance with any of the agreements or conditions of the other contained herein, if permitted by applicable law. Any agreement on the part of any party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by its duly authorized

representative.

5. **Expenses.** Except as otherwise expressly provided herein, Old B4C and New B4C shall separately pay all expenses incurred by them in connection with the transactions contemplated by this Agreement.

6. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

7. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, registered or certified postage prepaid:

a. If to Old B4C, to: 4306 SW Cargo Way, Palm City, Florida 34990

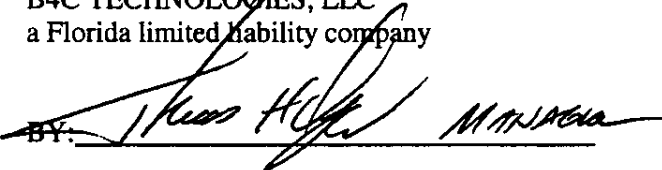
b. If to New B4C, to: 1061 E. Indiantown Road, Ste. 400, Jupiter, Florida 33477

8. **Agreement Binding.** This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Old B4C and New B4C, and their respective successors and assigns.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Old B4C, a Florida limited liability company, New B4C, a Florida corporation, acting through their duly authorized managers and officers, all parties to this Agreement, this 24th day of September, 2013 have signed this Plan and Agreement of Merger.

B4C TECHNOLOGIES, LLC  
a Florida limited liability company

BY:  MANANA

B4C TECHNOLOGIES, INC.  
a Florida corporation

BY: 