

2015-11-09 09:37

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1

1 >>

850-617-6381 P 1/5

Page 1 of 2

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MERGER OR SHARE EXCHANGE

Kure Corp.

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2015-11-09 09:37

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850-617-6381 P 2/5

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H15000267183 3

15 NOV -9 AM 8:44

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:

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Kure Corp	Florida	P14000032820

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Carolina DSD Acquisition Corp.	Florida	P14000033780

Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become effective at close of business on November 6, 2015.

Fifth: The Agreement and Plan of Merger was adopted by the Board of Directors of the surviving corporation on October 28, 2015 and no shareholder approval was required.

Sixth: The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on October 28, 2015.

Seventh: SIGNATURES FOR EACH CORPORATION.

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Name of Individual and Title</u>
Kure Corp.	By: <u>C.B.</u>	Craig Brewer, Chief Executive Officer
Carolina DSD Acquisition Corp.	By: <u>C.B.</u>	Craig Brewer, President

H15000267183 3

2015-11-09 09:38

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850-617-6381 P 3/5

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H15000267183 3

15 NOV -9 AM 8:44

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AGREEMENT AND PLAN OF MERGER
by and between
KURE CORP.,
a Florida corporation,
CAROLINA DSD ACQUISITION CORP.,
a Florida corporation
and
CAROLINA DISTRIBUTORS AND SERVICE, LLC.,
a North Carolina limited liability company

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 6, 2015, is by and among Kure Corp., a Florida corporation ("Parent"), Carolina DSD Acquisition Corp., a Florida corporation ("Carolina DSD"), and Carolina Distributors and Service, LLC, a North Carolina limited liability company ("CDS"). Carolina DSD and CDS in are sometimes hereinafter collectively referred to as the "Subsidiaries".

WITNESSETH:

WHEREAS, the Parent owns 7,200,000 shares of Carolina DSD's common stock (the "Carolina DSD Common Stock") which represents 100% of the issued and outstanding capital stock of Carolina DSD.

WHEREAS, Carolina DSD owns 100% of the memberships interests of CDS (the "CDS Membership Interests").

WHEREAS, pursuant to the provisions of Section 55-11-04 of the North Carolina Business Corporation Act ("NCBCA") and the provisions of Section 607.1101 of the Florida Business Corporation Act ("FBCA"), CDS shall merge with and into Carolina DSD, with Carolina DSD being the surviving entity, and immediately thereafter, and pursuant to the provisions of Section 607.1101 of the FBCA, Carolina DSD shall merge with and into the Parent, with the Parent to be the surviving corporation of and to continue its existence under the FBCA (collectively, the "Merge").

WHEREAS, the Merge is permitted by the laws of each of the States of North Carolina and Florida and each entity is complying with the laws of its respective state of incorporation with respect to the Merge; and

WHEREAS, the respective Boards of Directors of the Subsidiaries, Carolina DSD as the sole owner of CDS and the Parent, as the sole shareholder of Carolina DSD, by resolutions duly adopted, have approved this Agreement and the Merge and no consent of the Parent's shareholders is required for the Merge.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the Parent and the Subsidiaries hereby agree as follows:

ARTICLE ONE
MERGE

1.1. On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the NCBCA and the FBCA, CDS shall be merged with and into Carolina DSD and Carolina DSD shall be the surviving corporation. Immediately thereafter, and in accordance with the provisions of the FBCA, Carolina DSD shall be merged with and into the Parent and the Parent shall be the surviving corporation (the "Surviving Corporation") of the Merge.

1.2. On the Effective Date, the separate existences of the Subsidiaries shall cease and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Subsidiaries; and all and singular, the rights, privileges, powers and franchises of each of the Subsidiaries, and all property, real, personal and mixed, and

H15000267183 3

H15000267183 3

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all debts due to either of the Subsidiaries on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to either of the Subsidiaries, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; 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 the Subsidiaries, and title to any real estate or interest therein, vested by deed or otherwise in either of the Subsidiaries, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of the Subsidiaries shall be preserved unimpaired; and all debts, liabilities and duties of the Subsidiaries shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Subsidiaries shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding in place of the Subsidiaries.

1.3. From time to time after the Effective Date, the last acting officers of the Subsidiaries or the corresponding officers of the Surviving Corporation may, in the name of the Subsidiaries, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Agreement.

1.4. All corporate acts, plans (including, without limitation, stock option plans), policies, approvals and authorizations of the Subsidiaries, each of its respective shareholder, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were with respect to the Subsidiaries.

1.5. On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of the Parent, as in effect on the date hereof, shall continue to be the Articles of Incorporation and By-Laws of the Surviving Corporation, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of the Parent immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6. Articles of Merger shall be signed, verified and filed with each of the Secretary of State of North Carolina and the Secretary of State of Florida. The Merger shall become effective on the close of business on November 6, 2015, which such date is referred to herein as the "Effective Date."

ARTICLE TWO CANCELLATION OF SHARES AND MEMBERSHIP INTERESTS

On the Effective Date, the CDS Membership Interests owned by Carolina DSD together with the Carolina DSD Common Stock owned by the Parent immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease.

ARTICLE THREE CONDITIONS

The consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following condition:

3.1. No governmental authority or other third party shall have instituted or threatened any action or

H15000267183 3

2015-11-09 09:38

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850-617-6381 P 5/5

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proceeding against the Subsidiaries or the Parent to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement; and no action shall have been taken by any court or governmental authority rendering the Subsidiaries or Parent unable to consummate the transactions contemplated by this Agreement.

**ARTICLE FOUR
TERMINATION**

This Agreement may be terminated and the Merger abandoned by the Subsidiaries or the Parent by appropriate resolution of its respective Board of Directors and for any reason whatsoever, at any time prior to the Effective Date, whether before or after approval and adoption of this Agreement by the Parent as the sole shareholder of Carolina DSD, or Carolina DSD as the sole member of CDS. In the event that this Agreement is terminated, it shall become void and shall have no effect, and no liability shall be imposed upon either of the Parent or the Subsidiaries or the directors, officers or shareholders thereof.

**ARTICLE FIVE
AMENDMENT AND WAIVER**

Prior to the Effective Date, this Agreement may be amended or modified in any manner as may be determined in the judgment of the respective Boards of Directors of the Parent and the Subsidiaries to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Parent or the Subsidiaries to comply with any of the agreements set forth herein may be expressly waived in writing by the other corporation.

KURE CORP., a Florida corporation

By: C. Brewer
Craig Brewer, Chief Executive Officer

Carolina DSD Acquisition Corp.,
a Florida corporation

By: C. Brewer
Craig Brewer, President

Carolina Distributors and Service, LLC, a
North Carolina limited liability company

By: C. Brewer
Craig Brewer, President

H15000267183 3