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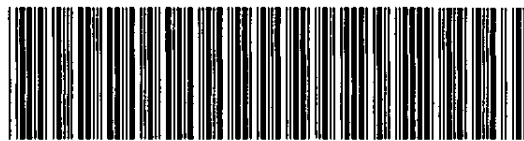
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Effective
12-31-11
Merger
2012 DEC 20 PM 1:15
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC 27 2012

T. LEWIS

**GRIMES GOEBEL GRIMES
HAWKINS GLADFELTER & GALVANO, P.L.**
ATTORNEYS AT LAW

Caleb J. Grimes
John D. Hawkins
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Derin Parks
Sacha Ross

E. Glenn Grimes 1888 - 1967
Clyde C. Goebel 1921 - 1991
William C. Grimes 1918 - 2007

Of Counsel For
Criminal Matters:
Neil G. Taylor

December 19, 2012

VIA FEDERAL EXPRESS

Florida Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Merger – Pure Source, Inc.

Dear Sir or Madam:

Enclosed for filing please find the Articles of Merger of Advance Nutrition Packaging, Inc. into Pure Source, Inc., along with a check in the amount of \$78.75 representing the filing and certified copy fees.

Thank you for your assistance with this matter. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

GRIMES GOEBEL GRIMES HAWKINS
GLADFELTER & GALVANO, P.L.

By: 

William S. Galvano, Esquire

WSG/ka
cc: Client

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Pure Source, 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:

William S. Galvano, Esq.
Contact Person

Grimes Goebel, et al.
Firm/Company

1023 Manatee Ave. West
Address

Bradenton, FL 34205
City/State and Zip Code

wgalvano@grimesgoebel.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

William S. Galvano, Esq. At (941) 748-0151
Name of Contact Person 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

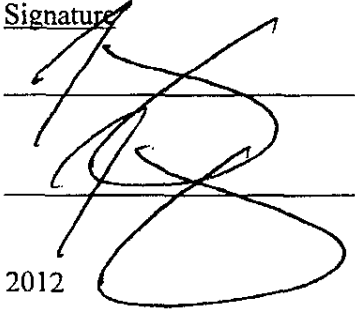
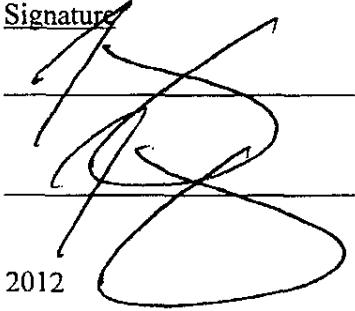
MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILED
2012 DEC 20 PM 1:15
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 is: PURE SOURCE, INC., a Florida corporation.
- SECOND:** The name and jurisdiction of the merging corporation is: ADVANCE NUTRITION PACKAGING, INC., a Florida corporation.
- THIRD:** The Agreement and Plan of Merger (the "Plan of Merger") is attached as Exhibit "A".
- FOURTH:** The merger shall become effective at 12:01 a.m. on December 31, 2012.
- FIFTH:** Adoption of merger by surviving corporation: The Plan of Merger was adopted by the shareholders of the surviving corporation on December 17, 2012.
- SIXTH:** Adoption of merger by merging corporation: The Plan of Merger was adopted by the shareholders of the merging corporation on December 17, 2012.
- SEVENTH:** Signature for each corporation:

| <u>Corporation</u> | <u>Signature</u> | <u>Name and Title</u> |
|-----------------------------------|---|-----------------------------|
| Pure Source, Inc. |  | Joel J. Meyerson, President |
| Advance Nutrition Packaging, Inc. |  | Joel J. Meyerson, President |

Dated: December 17, 2012

Exhibit "A"

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of this 17 day of December, 2012, by and between Advance Nutrition Packaging, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Merging Corporation" or "Advanced") and Pure Source, Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Corporation" or "Pure Source").

WHEREAS, the authorized capital stock of the Merging Corporation consists of one thousand (1,000) shares of common stock, each having a par value of one dollar (\$1.00), of which ten (10) are Class-A Voting shares and nine hundred ninety (990) are Class-B Non-Voting shares, and of which all shares are issued and outstanding as of the date hereof; and

WHEREAS, the authorized capital stock of the Surviving Corporation consists of two thousand (2,000) shares of common stock, each having a par value of one dollar (\$1.00), of which twenty (20) are Class-A Voting shares and one thousand nine hundred eighty (1,980) are Class-B Non-Voting shares, and of which all shares are issued and outstanding as of the date hereof; and

WHEREAS, the respective Boards of Directors and Shareholders of the Merging Corporation and the Surviving Corporation have deemed it advisable and to the advantage of the corporations that the Merging Corporation merge with and into the Surviving Corporation upon the terms and conditions herein provided (such transaction being hereinafter referred to as the "Merger"); and

WHEREAS, the Surviving Corporation and the Merging Corporation intend that the Merger contemplated hereby qualify as a tax-free reorganization within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors and Shareholders of the Surviving Corporation and the Merging Corporation have approved this Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Surviving Corporation and the Merging Corporation hereby agree to merge in accordance with the following plan:

ARTICLE I **MERGER**

On the Effective Date (as herein defined) and in accordance with the laws of the State of Florida and this Agreement, Advance shall merge with and into Pure Source, with Pure Source being the corporation surviving the Merger as a corporation organized and existing under the laws of the State of Florida. Articles of Merger shall be executed, verified and delivered for filing with the Secretary of State of the State of Florida.

ARTICLE II
EFFECTIVE DATE

The Merger and this Agreement shall become effective for purposes of all applicable law at 12:01 a.m. on December 31, 2012 (the "Effective Date").

ARTICLE III
GOVERNING DOCUMENTS; DIRECTORS AND OFFICERS;

(a) The Articles of Incorporation of Pure Source, as in effect immediately prior to the Effective Date shall, after the Merger, continue to be the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the provisions thereof and applicable laws.

(b) The Bylaws of Pure Source, as in effect immediately prior to the Effective Date, shall, after the Merger, continue to be the Bylaws of the Surviving Corporation until further amended in accordance with the provisions thereof and applicable laws.

(c) The officers and directors of Pure Source immediately prior to the Effective Date shall, after the Merger, continue as the officers and directors of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected or appointed and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV
RIGHTS AND LIABILITIES OF SURVIVING CORPORATION

At and after the Effective Date, the Surviving Corporation shall possess all of the rights, privileges, immunities, contracts and franchises of any nature of the Merging Corporation; any and all property, real, personal and mixed, and any and all debts due the Merging Corporation on whatever account, and all other choses in action, and all and every other instrument of the Merging Corporation shall be taken and transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in the corporations shall not prevent or be in any way impaired by reason of the Merger.

ARTICLE V
FURTHER ASSURANCES

From time to time, as and when required by the Surviving Corporation, there shall be executed and delivered on behalf of the Merging Corporation such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of powers, franchises and authority of the Merging Corporation and otherwise to carry out the purposes of this Agreement, and the officers

and directors of the Surviving Corporation are fully authorized in the name and on behalf of the Merging Corporation or otherwise to take any and all such action and to execute and deliver any and all such other instruments.

ARTICLE VI **CONVERSION OF SHARES**

Upon the Effective Date, by virtue of this Agreement, and without any action on the part of the holder thereof, (i) each share of the issued and outstanding common stock of the Merging Corporation immediately prior thereto shall be changed and converted into one share of common stock of the Surviving Corporation and (ii) each share of common stock of the Surviving Corporation outstanding immediately prior thereto shall retain its status.

ARTICLE VII **STOCK CERTIFICATES**

At and after the Effective Date, each certificate representing shares of common stock of the Merging Corporation shall be exchanged for certificates representing an equal number of shares of common stock of the Surviving Corporation. Promptly upon such exchange, the Surviving Corporation shall cause to be cancelled and retired each such certificate representing shares of common stock of the Merging Corporation issued pursuant to the immediately preceding sentence. Until so exchanged, cancelled and retired, each such certificate, upon and after the Effective Date, shall be deemed for all purposes, other than the payment of dividends or other distribution, if any, to shareholders, to represent the number of shares of common stock of the Surviving Corporation.

ARTICLE VIII **EMPLOYEE BENEFIT PLAN**

As of the Effective Date, the Surviving Corporation shall assume all obligations of the Merging Corporation under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.

ARTICLE IX **BOOK ENTRIES**

As of the Effective Date, entries shall be made upon the books of the Surviving Corporation in respect of this Agreement in accordance with the following:

(a) The assets and liabilities of the Merging Corporation immediately prior to the Effective Date shall be recorded in the books of the Surviving Corporation at the same amounts at which they were carried on the books of the Merging Corporation immediately prior to the Effective Date.

(b) There shall be credited as stated capital in respect of the common stock of the Surviving Corporation the aggregate amount of the par value of all shares of common stock of

the Merging Corporation issued as a result of the conversion of the outstanding shares of common stock of the Merging Corporation into shares of common stock of the Surviving Corporation pursuant to this Agreement.

(c) There shall be credited as surplus in respect of the capital account of the Surviving Corporation the excess of (i) the amount of the capital of the Merging Corporation in respect of the common stock of the Merging Corporation plus the amount carried in the Capital Surplus account of the Merging Corporation immediately prior to the Effective Date over (ii) the amount credited as stated capital in respect of the common stock of the Merging Corporation pursuant to paragraphs (b) and (c) of this Article IX.

(d) There shall be credited as surplus in respect of retained earnings of the Surviving Corporation the aggregate of the amount carried in the Retained Earnings account of the Merging Corporations immediately prior to the Effective Date.

ARTICLE X **APPOINTMENT OF AGENT**

The Surviving Corporation hereby consents to service of process in the State of Florida in any action or special proceeding for the enforcement of any liability or obligation of the Merging Corporation.

ARTICLE XI **COUNTERPARTS**

In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original of the same agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

PURE SOURCE, INC., a Florida corporation

By: _____

Joel J. Meyerson, President

ADVANCE NUTRITION PACKAGING, INC., a Florida corporation

By: _____

Joel J. Meyerson, President