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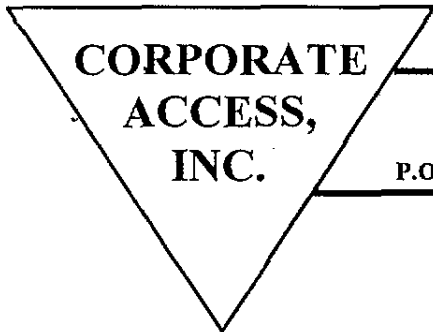
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Merger

1.) Life Files Acquisition Corporation with + into
(CORPORATE NAME & DOCUMENT #)
Life Files, com, Inc.

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

**Articles of Merger
LifeFiles Acquisition Corporation
With and Into
LifeFiles.com, Inc.**

The undersigned, LifeFiles Acquisition Corporation, a Florida corporation (the "Disappearing Corporation"), LifeFiles.com, Inc., a Florida corporation (the "Surviving Corporation"), and Aldor Solutions Corporation, a Florida corporation ("Parent"), do hereby certify as follows with respect to the merger (the "Merger") of the Disappearing Corporation with and into the Surviving Corporation:

A. The following is the Plan of Merger for the Merger:

1. Name of surviving corporation:

LifeFiles.com, Inc., a Florida corporation

2. Name of disappearing corporation:

LifeFiles Acquisition Corporation, a Florida corporation

4. The terms and conditions of the Merger and the manner and basis of converting the shares of the Disappearing Corporation and the Surviving Corporation are as follows:

A. Certain Defined Terms. The following are definitions of capitalized terms used in this Plan of Merger:

(a) "Applicable Per Share Conversion Rate" means (i) with respect to the preferred stock of the Company issued and outstanding immediately before the Effective Time, 0.469571, or (ii) with respect to the common stock of the Company issued and outstanding immediately before the Effective Time, 0.043138, in each case as the case may be.

(b) "BCA" means the Florida Business Corporation Act.

(c) "Business Day" means any day of the year on which banks are not required or authorized to be closed in the State of Florida .

(d) "Certificates" is defined in Section 4.H.(1) below.

(e) "Closing" and "Closing Date" are defined in section 4.I. below.

(f) "Constituent Corporations" means Newco and the Company.

(g) "Company" means LifeFiles.com, Inc., a Florida corporation.

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(h) "Company Options" means those certain contracts granting the right to acquire up to Eight Hundred Ninety Seven Thousand Five Hundred Twenty Three (897,523) shares of Company common stock, which contracts exist at the Effective Time.

(i) "Effective Time" is defined in 4.D. below.

(j) "Newco" means LifeFiles Acquisition Corporation, a Florida corporation.

(k) "Parent Stock" is defined in 4.G below.

(l) "Shares" mean, as the case may be, (i) the preferred stock of the Company issued and outstanding immediately before the Effective Time, or (ii) the common stock of the Company issued and outstanding immediately before the Effective Time.

(m) "Transmittal Letter" is defined in Section 4.H.(2) below.

B. Merger. At the Effective Time and subject to the terms and conditions of this Agreement and the provisions of the BCA, the separate existence of Newco shall thereupon cease and the Company shall continue as the Surviving Corporation.

C. Effect of the Merger. The separate corporate existence of the Company, as the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Corporation shall succeed to all the Assets of the Constituent Corporations and to all debts, choses in action and other interests due or belonging to the Constituent Corporations and shall be subject to, and responsible for, all the debts, liabilities, obligations and duties of the Constituent Corporations with the effect set forth in Section 607.11101 of the BCA.

D. Effective Time. Subject to the terms and conditions hereof, the Merger shall be consummated as promptly as practicable after the satisfaction or waiver of the conditions of this Agreement by duly filing an appropriate Articles of Merger in such form as is required by, and executed in accordance with, the relevant provision of the BCA. The Merger shall be effective at such time as the Articles of Merger is duly filed with the Secretary of State of the State of Florida in accordance with the BCA or at such later time as is specified in the Articles of Merger (the "Effective Time").

E. Articles of Incorporation and Bylaws of the Surviving Corporation.

(1) At the Effective Time and without any further action on the part of the Company or Newco, the Articles of Incorporation of Newco, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

(2) At the Effective Time and without further action on the part of the Company or Newco, the Bylaws of Newco, as in effect at the Effective Time, shall be the Bylaws of the Surviving Corporation.

F. Directors and Officers of the Surviving Corporation. At the Effective Time, the directors of Newco immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each of such directors to hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation, until the next annual shareholders' meeting of the Surviving Corporation and until their successors shall be duly elected or appointed and shall duly qualified. At the Effective Time, the officers of Newco shall be the officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified.

G. Conversion of Shares. At the Effective Time and by virtue of the Merger and without any action on the part of the holders thereof:

(1) Subject to Section F(4), each Share shall be converted into the right to receive that number of shares of the Parent's common stock, par value \$.0001 per share ("Parent Stock"), equal to the number of Shares then held by each such holder, multiplied by the Applicable Per Share Conversion Rate.

(2) Each Share held in the treasury of the Company and each Share owned by the Company or the Parent shall be cancelled and retired without payment of any consideration therefor.

(3) Each Share that may be acquired pursuant to the exercise of Company Options shall be cancelled and retired without payment of any consideration therefor, but new options will be granted by the Parent to holders of Company Options, on terms substantially identical to those contained in the Company Options, granting such holders the right to acquire that number of shares of Parent Stock equal to the product of (i) the number of Shares subject to such holder's Company Options, multiplied by (ii) the Common Per Share Conversion Rate.

(4) Each share of common stock, no par value per share, of Newco issued and outstanding immediately prior to the Effective Time shall become an issued and outstanding share of the common stock, no par value per share, of the Surviving Corporation.

H. Exchange of Certificates.

(1) The Parent shall issue Parent Stock equal to the Applicable Per Share Conversion Rate multiplied by the number of Shares stated upon certificates (the "Certificates") that, prior to the Effective Time, represented Shares. Upon the surrender of each Certificate and a properly executed letter of transmittal and any other required documents and the issuance and delivery by the Parent of the Parent Stock due to such holder in exchange therefor, such Certificate shall forthwith be cancelled. Until so surrendered and exchange, each such Certificate (other than Certificates

representing Shares held by the Company) shall represent solely the right to receive the total Applicable Per Share Conversion Rate multiplied by the number of Shares represented by such Certificate. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and the posting by such Person of a bond in such amount as the Parent may reasonably require as an indemnity against any claim that may be made against the Parent or the Surviving Corporation with respect to such Certificate, the Parent shall issue, in exchange for such Certificate, the Parent Stock payable in respect thereof pursuant to this Agreement.

(2) Prior to the Effective Time, the Company shall mail to each record holder of Certificates that immediately prior to the Effective Time represented Shares a form of letter of transmittal and instruction (the "Transmittal Letter") in form and substance reasonably acceptable to the Parent and the Company, for use in surrendering such Certificates and receiving the Applicable Per Share Conversion Rate therefor.

(3) At and after the Effective Time, holders of Certificates shall cease to have any rights as shareholders of the Company except for the right to surrender such Certificates in exchange for certificates representing shares of Parent Stock at the Applicable Per Share Conversion Rate.

- I. The Closing. Subject to the terms and conditions of this Agreement, the closing (the "Closing") of this Agreement and the transactions contemplated hereunder (except for the filing of the Articles of Merger with the Secretary of State of the State of Florida, which shall take place at the offices of the Secretary of State of the State of Florida) shall take place at the offices of the Parent at 10:00 a.m., local time, on the date which is three (3) Business Days after the satisfaction or waiver of all conditions to consummation of the transactions contemplated hereby or at such other time and place as the Company and the Parent shall mutually agree in writing (the day on which the Closing takes place is referred to herein as the "Closing Date").
- B. The Effective Date is the date of the filing of these Articles of Merger.
- C. The Plan of Merger was approved by the Boards of Directors of each corporation that is a party to the Merger, and a majority of the shareholders of the Surviving Corporation, being the only shareholders required to act on the Plan of Merger, approved the merger by written consent as of September 25, 2003, in each case in accordance with Florida Statutes Section 607.1103.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of October 2, 2003.

LifeFiles.com, Inc.

By: 

Michael G. Platner, President

LifeFiles Acquisition Corporation

By: 

Michael G. Platner, President

Aldor Solutions Corporation

By: 

Michael G. Platner, President