



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

0402927-5

07/12/2012

MICHAEL SHULER
1723 SYCAMORE
WASHINGTON, IL 61571-9467

RE CORETEC COMMUNICATIONS, LLC
OLD: CORETEC MERGER, LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE-NAMED COMPANY HAVE BEEN
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

Jesse White

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

**AGREEMENT AND PLAN OF MERGER BY AND AMONG CORETEC COMMUNICATIONS, INC. AND
CORETEC MERGER, LLC**

WITNESSETH this **AGREEMENT AND PLAN OF MERGER** dated as of July 12, 2012 (this "*Agreement*") by and among Coretec Communications, Inc. an Illinois corporation ("*Company*") and Coretec Merger, LLC, an Illinois limited liability company ("*Survivor*").

WHEREAS, Heather Shuler legally and beneficially owns 100% of the common stock, no par value per share, of the Company (the "*Company Common Stock*");

WHEREAS, Heather Shuler legally and beneficially owns 100% of the membership interests of the Survivor ("*Survivor Membership Interests*");

WHEREAS, the Manager and Sole Member of Survivor have approved and adopted this Agreement and the transactions contemplated hereby, including the Merger (as defined below), in accordance with the Limited Liability Company Act, as amended, of the State of Illinois ("*LLC Act*") subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Sole Shareholder and the Sole Director of the Company (the "*Company Board*") have approved this Agreement and the transactions contemplated hereby, including the Merger and certain other matters, in accordance with the Business Corporation Act of 1983, as amended, of the State of Illinois (the "*IBC Act*"); and

WHEREAS, the parties hereto desire to make certain representations, warranties, covenants, and agreements in connection with the Merger and also to prescribe various conditions to the Merger as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the respective representations, warranties, and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
THE MERGER**

SECTION 1.01 THE MERGER.

At the Effective Time (as defined below), upon the terms and subject to the conditions in this Agreement and in accordance with the IBC Act and the LLC Act, the Company shall be merged with and into the Survivor (the "*Merger*"), the separate existence of the Company shall cease and the Survivor shall continue under Illinois law as the surviving limited liability company (the "*Surviving LLC*"). The Merger shall have the effects as provided by the IBC Act, the LLC Act and other applicable Law (as defined below).

SECTION 1.02 EFFECTIVE TIME.

On the Closing Date (as defined below), the parties shall file with the Secretary of State of the State of Illinois, articles of merger (the "*Articles of Merger*") executed in accordance with the relevant provisions of the IBC Act and/or the LLC Act and shall make all other filings or recordings and take all other actions required under the IBC Act and/or the LLC Act in connection therewith. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Secretary of State of the State of Illinois or at such subsequent date and time as is permissible under the IBC Act and/or the LLC Act and as Survivor and the Company shall agree and as specified in the Articles of Merger (the time the Merger becomes effective being the "*Effective Time*").

SECTION 1.03 CLOSING.

Unless this Agreement shall have been terminated, the closing of the Merger (the "*Closing*") will take place at such location and on such date as counsel shall determine (the "*Closing Date*").

SECTION 1.04 EFFECTS OF THE MERGER.

At and after the Effective Time, the Merger will have the effects set forth herein and in the applicable provisions of the IBCA and/or the LLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, and powers of the Company shall vest in the Surviving LLC, and all debts, liabilities, and duties of the Company shall become the debts, liabilities, and duties of the Surviving LLC. The Survivor, Coretec Merger, LLC, shall adopt the name "Coretec Communications, LLC."

SECTION 1.05 ARTICLES OF INCORPORATION; BYLAWS; OFFICERS AND DIRECTORS.

Pursuant to the Merger:

(a) the Articles of Organization and Operating Agreement of the Survivor as in effect immediately prior to the Effective Time shall be the Articles of Organization and Operating Agreement of the Surviving LLC from and after the Effective Time until thereafter changed or amended as provided therein and in accordance with applicable Law; and

(b) the Manager and officers of the Survivor immediately prior to the Effective Time shall be the Manager and officers of the Surviving Corporation until the earlier of their death, resignation, or removal or until their respective successors are duly elected or appointed and qualified.

SECTION 1.06 EFFECT OF THE MERGER ON CAPITAL STOCK OF THE COMPANY.

As of the Effective Time, by virtue of the Merger and without any action on the part of the Company or the Survivor or the holders of any shares of the capital stock of the Company: Any shares of the Company Common Stock that are owned immediately prior to the Effective Time by the Company as treasury stock and each share of Company Common Stock owned by Heather Shuler, the sole shareholder of the Company, shall automatically be canceled and retired and shall cease to exist, and no consideration shall be payable or delivered in exchange for such shares. Each holder of a certificate representing any such shares shall cease to have any rights with respect to such shares.

SECTION 1.07 DISSENTING SHARES.

One hundred percent of the shares of Company Common Stock being owned by Heather Shuler, there are no dissenting shares and no provision is made therefor.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure schedules provided by the Company to Survivor contemporaneously with the execution and delivery of this Agreement by the Company (the "Disclosure Schedules"), the Company represents and warrants to Survivor and as follows:

SECTION 2.01 ORGANIZATION, STANDING, AND POWER.

The Company has been duly organized and is validly existing and in good standing under the Laws of Illinois and has the corporate power and authority to carry on its business as presently being conducted and to own, operate, and lease its properties. The Company is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, except where the failure to be so qualified or licensed, either individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect (as defined below). The Company has made available to the Survivor copies of the organizational documents of the Company that are true, complete, and correct

copies of such documents. All of such organizational documents are in full force and effect. The Company is not in violation of any of the provisions of its organizational documents.

SECTION 2.02 CAPITALIZATION.

(a) The authorized capital stock of the Company consists of 500,000 shares of the Company Common Stock, of which 1,000 shares are issued and outstanding as of the date hereof.

(b) All issued and outstanding shares of capital stock or other ownership interests of the Company are duly authorized, validly issued, fully paid, and nonassessable, and no class of capital stock or ownership interest is entitled to preemptive rights.

(c) (i) No bonds, notes, debentures, or other indebtedness of the Company having the right to vote on any matters on which shareholders may vote are issued and outstanding, (ii) there are no securities, options, warrants, calls, rights, commitments, agreements, arrangements, or undertakings of any kind to which the Company is a party or by which the Company is bound obligating the Company to issue, deliver, or sell, or cause to be issued, delivered, or sold, additional shares of capital stock or other voting securities of the Company or obligating the Company to issue, grant, extend, or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement, or undertaking, and (iii) there are no outstanding obligations of the Company to repurchase, redeem, or otherwise acquire any shares of capital stock of the Company.

SECTION 2.03 AUTHORIZATION AND RELATED MATTERS.

(a) The Company has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Company and its shareholders. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution, and delivery hereof by Survivor, constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar Laws affecting creditors' rights generally or by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

(b) The affirmative votes of at least two-thirds of the votes of the outstanding shares of Company Common Stock (the "*Required Shareholder Vote*") in favor of the approval of this Agreement and the Merger is the only vote of the holders of any class or series of the Company's capital stock necessary to approve this Agreement, the Merger, and the other transactions contemplated hereby.

SECTION 2.04 TITLE TO PROPERTY.

The Company has good and marketable title to all of its assets, including the assets reflected on the Most Recent Balance Sheet and all of the assets thereafter acquired by it (except to the extent that such assets have thereafter been disposed of for fair value in the ordinary course of business), free and clear of Liens except for (i) Liens for taxes not yet due and payable, (ii) Liens that do not materially detract from the value or interfere with the present use of the asset affected thereby, and (iii) Liens that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

SECTION 2.05 COMPLIANCE WITH APPLICABLE LAWS; PERMITS.

(a) The business of the Company is not being conducted in violation of any Law, order, judgment, or decree of any Governmental Entity, except for possible violations that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect. No investigation or review by any Governmental Entity with respect to the Company is pending or, to the Company's knowledge, threatened, nor has any Governmental Entity indicated an intention to conduct the same, except for investigations or reviews that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

"Law" means all provisions of any federal, state, foreign, local, or other law, ordinance, rule, regulation, or governmental requirement or restriction of any kind, including any rules, regulations, and orders promulgated thereunder, and any final orders, decrees, consents, or judgments of any regulatory agency or court.

"Material Adverse Effect" means any change, effect or circumstance that (i) is materially adverse to the businesses,

Form **LLC-37.25**
May 2012

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act

Articles of Merger

SUBMIT IN DUPLICATE

Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$ 100.00
Approved: *JB*

FILE # 04029275

This space for use by Secretary of State.

FILED

JUL 12 2012

JESSE WHITE
SECRETARY OF STATE

1. Names of Entities proposing to merge, and State or Country of Organization:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Country	Illinois Secretary of State File Number (if any)
<u>Coretec Communications,</u>	<u>Corporation</u>	<u>Illinois</u>	<u>6808 585.3</u>
<u>Coretec Merger, LLC</u>	<u>Limited Liability Company</u>	<u>Illinois</u>	<u>04029275</u>

2. The plan of merger has been approved and signed by each Limited Liability Company and other entity that is to merge. If a corporation is a party to the merger, a copy of the plan as approved is attached to these Articles of Merger.

3. a. Name of Surviving Entity: Coretec Communications, LLC

b. Address of Surviving Entity: 1723 Sycamore, Washington, IL 61571

4. Effective date of merger: (check one)

a. the filing date, or

b. a later date, but not more than 30 days subsequent to the filing date: _____
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization by reason of this merger:

Name of Coretec Merger, LLC shall be changed to Coretec Communications, LLC

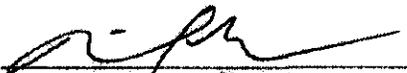
LLC-37.25

6. For the Limited Liability Companies that are parties to the merger, complete the following:

Name of LLC	Jurisdiction	Organization Date	Date of Admission to Illinois (foreign LLC's)
Coretec Merger, LLC	Illinois	7/11/12	NA
_____	_____	_____	_____
_____	_____	_____	_____

7. If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.
8. The undersigned entities caused these Articles of Merger to be signed by the duly authorized person, each of whom affirms, under penalty of perjury, that the facts stated herein are true.

Dated July 12 Month & Day, 2012 Year

1. 
Signature
Michael Shuler, President
Name and Title (type or print)
Coretec Communications, Inc.
Name if a Corporation or other Entity

2. 
Signature
Michael Shuler, Manager
Name and Title (type or print)
Coretec Merger, LLC
Name if a Corporation or other Entity

3. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

4. _____
Signature

Name and Title (type or print)

Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.
Carbon copy, photocopy or rubber stamp signatures
may only be used on conformed copies.**



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-12-2012

Employer Identification Number:
46-0560676

Form: SS-4

Number of this notice: CP 575 A

CORETEC COMMUNICATIONS LLC
MICHAEL B SHULER MBR
1723 SYCAMORE
WASHINGTON, IL 61571

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-0560676. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2012
Form 940	01/31/2013
Form 1065	04/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 07-12-2012
EMPLOYER IDENTIFICATION NUMBER: 46-0560676
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
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CORETEC COMMUNICATIONS LLC
MICHAEL B SHULER MBR
1723 SYCAMORE
WASHINGTON, IL 61571

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 04029275

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: TLB

FILED
JUL 11 2012
Jesse White
Secretary of State

1. Limited Liability Company Name: CORETEC MERGER, LLC

2. Address of Principal Place of Business where records of the company will be kept:

1723 SYCAMORE

WASHINGTON, IL 61571

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

MICHAEL SHULER
1723 SYCAMORE
WASHINGTON, IL 61571-9467

TAZEWELL

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

SHULER, MICHAEL
1723 SYCAMORE
WASHINGTON, IL 61571

8. Name and Address of Organizer

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 11, 2012

MICHAEL SHULER
1723 SYCAMORE
WASHINGTON, IL 61571