

Form 623
(Revised 12/15)
 Return in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512 463-5709
Filing Fee: see instructions



**Parent-Subsidiary
 Certificate of Merger
 Business Organizations Code**

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FILED
 In the Office of the
 Secretary of State of Texas
JUL 05 2018
Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, and state of incorporation or organization, and file number, if any, issued by the secretary of state for the parent and subsidiary organization(s) are as follows:

Parent

SYNCONICA, INC

Name of Organization

The organization is a FOR PROFIT CORPORATION It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

TX USA The file number, if any, is 0802611026
State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

Subsidiary 1

WHITE, JACOBS AND ASSOCIATES INC.

Name of Organization

The organization is a FOR PROFIT CORPORATION It is organized under the laws of:
Specify organizational form (e.g., for-profit corporation)

TX USA The file number, if any, is 0801569235
State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

<i>Number of ownership interests outstanding</i>	<i>Class</i>	<i>Series</i>	<i>Number owned by parent</i>	<i>Percentage Owned</i>
100,000	A		100,000	100

The organization will survive the merger. The organization will not survive the merger.

Subsidiary 2

Name of Organization

The organization is a _____ It is organized under the laws of:
Specify organizational form (e.g., for-profit corporation)

The file number, if any, is:

State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

Number of ownership interests outstanding Class Series Number owned by parent Percentage Owned

The organization will survive the merger. The organization will not survive the merger.

Subsidiary 3

Name of Organization

The organization is a: _____ It is organized under the laws of: _____

Specify organizational form (e.g., for-profit corporation)

The file number, if any, is:

State Country Texas Secretary of State file number

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address City State Country

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

Number of ownership interests outstanding Class Series Number owned by parent Percentage Owned

The organization will survive the merger. The organization will not survive the merger.

Resolution of Merger

A copy of the resolution of merger is attached.

The attached resolution was adopted and approved by the governing authority of the parent organization as required by the laws of its jurisdiction of formation and by its governing documents.

The resolution was adopted by the parent organization on MAY 18, 2018
mm/dd/yyyy

Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the resolution of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization 1 Jurisdiction Entity Type (See instructions)

Principal Place of Business Address City State Zip Code

<i>Name of New Organization 3</i>	<i>Jurisdiction</i>	<i>Entity Type (See instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
<i>Name of New Organization 3</i>	<i>Jurisdiction</i>	<i>Entity Type (See instructions)</i>	
<i>Principal Place of Business Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is accepted and filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Text Area

Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the parent organization, to execute the filing instrument.

Date: JULY 5, 2018

SYNCONICA, INC

Parent Organization Name



Signature of authorized person (see instructions)

EDWARD LAMONICA

Printed or typed name of authorized person

UNANIMOUS CONSENT
of
Board of Directors
Synconica Incorporated

WE, the undersigned directors of Synconica Incorporation, hereinafter "*the Company*", in accordance with the laws of the State of Texas and the By Laws of this corporation, hereby adopt the following by unanimous consent:

WHEREAS, *the Company* desires to purchase 100% of the White, Jacobs and Associates Company's shares of stock being held by William Allan Humphries in addition to the list of Assets as attached in Exhibit A.

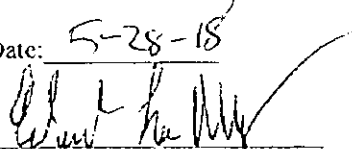
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of *the Company* hereby approves the purchase of White, Jacobs and Associates (a Texas Corporation)

BE IT RESOLVED, that the Board of Directors of *the Company* has filed the necessary documents with the Texas Secretary of State, to operate and conduct all business for White, Jacobs and Associates as a subsidiary of (Synconica, Incorporated) *the Company*.

RESOLVED FURTHER, that all acts and deeds of any member of *the Company* taken prior to the date hereof to carry out the intent and accomplish the purposes of the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the acts and deeds of *the Company*.

RESOLVED FURTHER, that the members of *the Company*, any one of whom may act without the joinder of the others, are hereby authorized, in the name and on behalf of *the Company*, to take all such further actions, as any such member, in its sole discretion, may approve or deem necessary, appropriate, or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings and payments to be conclusive evidence of such approval or that such member deemed the same to be so necessary, appropriate, or advisable; and that all such actions, executions, deliveries, filings and payments taken or made at any time in connection with the transactions contemplated by the foregoing resolutions are hereby approved, adopted, ratified, and confirmed in all respects as the acts and deeds of *the Company* as if specifically set out in these resolutions.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent in one or more counterparts, each of which shall be deemed to be one and the same instrument, as of the day and year first set forth below

Date: 5-28-18

Edward LaMonica, Director
Synconica Incorporated

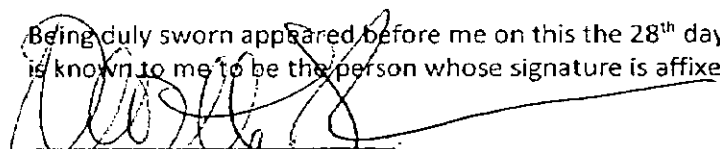
Being duly sworn appeared before me on this the 28th day of May, 2018, comes Edward LaMonica who is known to me to be the person whose signature is affixed to this document

Martha Taylor, Notary at large

EXHIBIT "A" – ASSETS PURCHASED BY BUYER

1. All office equipment physically located at 200 Chisholm Place, #250, Plano, TX 75075
2. All accounts receivable of WJA after May 18, 2018.
3. All domain names, websites, web-based intellectual property and internet addresses belonging to WJA or which relate to WJA;
4. All trademarks belonging to WJA or which relate to WJA
5. All clients of WJA (approximately 2,500);
6. Any and all confidential and proprietary information of WJA, regardless of the format, including but not limited to the following:
 - a. information regarding WJA's customers maintained by WJA including, but not limited to customer lists;
 - b. lists of vendors and suppliers;
 - c. sources including WJA's relationships and WJA's referral source contact list;
 - d. WJA's contract package and form letters sent to customers, credit bureaus, creditors, and attorneys;
 - e. WJA's price lists and pricing policies;
 - f. WJA's internal processes for selling, for credit repair, and for debt settlement;
 - g. WJA's forms and documents;
 - h. WJA's personnel files and evaluations, salary and compensation information;
7. Any and all financial and tax information of Seller regardless of format, nature, type, or description

**CONTRACT TO CONVEY
COMMERCIAL PROPERTY AND BUSINESS**

This agreement is made on May 18, 2018, between William Allen Humphris Jr. ("Humphris" or "Seller"), Edward LaMonica ("LaMonica"), and Ashley Mitchell ("Mitchell"). WHEREAS Humphris wishes to sell all of his right, title and interest in the business known as White Jacobs & Associates, Inc. ("WJA"), a Texas corporation having its principal office at 200 Chisholm Place, #250, Plano, TX 75075 and both LaMonica and Mitchell (collectively "Buyer") wish to purchase the same, the parties now enter into the following agreements:

I. PURCHASE AND SALE

The parties agree as follows:

Seller will sell, transfer, and deliver to Buyer and Buyer will purchase, at the closing date, free and clear of all liens, pledges, or encumbrances of any kind, except as otherwise set forth in this agreement, (a) All of the assets of sell described in the inventory attached hereto as Exhibit "A" and incorporated by reference herein; (b) the goodwill of the business as a going concern; and (c) the right to use the name White Jacobs, White Jacobs & Associates, The Credit Authority, and any variants of these names.

The following are specifically excluded from this purchase agreement: (a) all liabilities of Seller; (b) all liabilities of Seller; and (c) all leases. The parties stipulate, warrant, and represent that Buyer is purchasing all, or substantially all, of the business assets of Seller and that Buyer is assuming none of Seller's liabilities.

In consideration of the sale of assets and properties under this agreement, Seller shall have any and all accounts receivable of WJA up to May 18, 2018. In no event shall Seller be entitled to any of the business receivables of WJA incurred after May 18, 2018. The parties understand and agree that the precise value of these receivables is incapable of precise calculation.

II. WARRANTIES BY SELLER

Seller and the Principal Shareholders hereby warrant:

1. Seller is solvent and has made adequate provision for payment of WJA's current debts. It has delivered to Buyer copies of its financial statements, statements of profit and loss accounts and surplus, and unaudited balance sheets. All such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis, and fairly reflect the Seller's financial position as of the end of such periods and the result of operations during such periods stated on those records. Said records truly and accurately represent the financial affairs of the business.
2. Seller has good and marketable title to all of its properties and assets except as since sold or otherwise disposed of in the ordinary course of business. Such properties and assets are owned by Seller free and clear of all mortgages, liens, and encumbrances, except any liens for taxes not yet due and payable. Seller is not party to any employment agreement that relates to any period beyond the closing date, except for those what have already been provided to Buyer. Seller warrants that there are no other plans or arrangements for deferred compensation or fringe benefits for any of its employees.
3. All tax returns required to be filed by Seller on behalf of WJA have been duly filed, and Seller has paid or adequately provided for any and all taxes shown by such returns to be due and payable.
4. There is no litigation, actions or proceedings (whether official or unofficial) to the knowledge of Seller, threatened against Seller that might materially affect the financial condition, business, or property of Seller or its properties. No labor dispute is pending or, to the knowledge of Seller, threatened against Seller.
5. Since the date mentioned above, there has been no substantial change in the financial condition, assets, liabilities, or business of Seller.
6. Seller acknowledges that he will have continuing access to confidential information of WJA under the terms of this agreement. Accordingly, Seller stipulates, warrants, and represents that he has a contractual duty under this agreement, as well as a common law fiduciary duty, to refrain from disclosing the confidential information of WJA to any third party without Buyer's consent.

IV. WARRANTIES BY BUYER

Buyer represents and warrants as follows:

1. Buyer stipulates, warrants, and represents that all accounts receivable pledged to Seller under the terms of this agreement are unencumbered by any liens or security interests. Buyers further stipulate, warrant, and represent that they will take no action to encumber any such accounts receivable and that they will make reasonable accommodations to Buyer, including but not limited to access to accounting, books, records, CRM, e-mail and other confidential information of WJA, until such a time as all receivables payable to Seller under this agreement are either paid or exhausted.
2. Buyer is authorized to acquire and operate the properties and business now owned and operated by Seller. The execution, delivery, and performance of this agreement by Buyer have been duly authorized by proper corporate action.
3. The instruments of transfer executed and delivered by Seller at the closing will be valid and will effectively vest in Buyer good and marketable title to the assets and business as contemplated by this agreement, free and clear of any liabilities, obligations, or encumbrances, except those liabilities and obligations expressly assumed by Buyer as provided in this agreement.
4. All corporate and other proceedings required to be taken by Buyer to authorize it to execute, deliver, and perform this agreement will have been taken.
5. Between the date of execution of this agreement and the closing date there will not have been any adverse change in the business of Buyer.

V.

CLOSING DATE AND TERMS

The closing with respect to the transactions contemplated by this agreement will take place on the 18 day of May, 2018 at 200 Chisholm Place, Suite 250, Plano, TX 75075

All notices to be given under this agreement will be given in writing and will be delivered personally or by registered or certified mail, postage prepaid, as follows:

Buyer, address to: Edward LaMonica, 200 Chisholm Pl., #250, Plano, TX 75075

Seller, address to: Allen Humphris, 1702 N. Collins Blvd., #100, Richardson, TX 75080

At the closing, Seller will execute and deliver to Buyer deeds, bills of sale, endorsements, assignments, and such other instruments of conveyance and transfer, in form satisfactory to Buyer. Appropriate forms of such instruments of transfer and conveyance will be submitted to Buyer for examination at least ten days in advance of the closing date. From the date of this agreement, Seller will give to Buyer full access during normal business hours to all books, records, and other documents of Seller and will furnish Buyer with all information concerning Seller that Buyer reasonably may request.

VI.

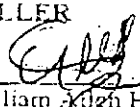
OTHER PROVISIONS

This agreement, including the exhibits to which it refers, contains the entire agreement between the parties with respect to the transaction contemplated in this agreement. It may be executed in any number of counterparts, each and all of which will be deemed for all purposes to be one agreement.

The parties to this agreement jointly retained the services of attorney Jason Lee Van Dyke of The Van Dyke Law Firm P.L.L.C. ("Attorney") to assist in the preparation of this agreement. The parties, by their signature below, acknowledge and agree that they are fully satisfied with the services of Attorney with respect to the preparation of this agreement and that, after having the opportunity to consult with independent counsel, all conflicts of interest that could have resulted from Attorney's preparation of this agreement have been waived. The parties understand and agree that, in the event of litigation concerning this agreement, Attorney will be legally barred from representing any party to the agreement in a lawsuit and will also be prohibited from mediating the same.

This agreement shall be governed, construed and interpreted for all purposes in accord with the laws of the state of Texas. The venue for enforcement of the terms and conditions of this agreement shall be the district courts of Collin County, Texas.

SELLER


William Allen Humphris Jr.

5/18/18
Date

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me this 18 day of May, 2018 by
William Allen Humphris Jr.



Sara Marie Polendo
Notary Public
State of Texas

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BUYER(s)

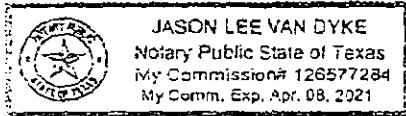
[Signature]
Edward LaMonica

5-18-18
Date

Edward LaMonica, Pres
Printed Name and Title

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me this 18 day of May, 2018 by
Edward LaMonica.



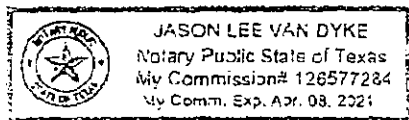
[Signature]
Notary Public, State of Texas

[Signature]
Ashley Mitchell

05 18 2018
Date

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me this 18 day of MAY, 2018 by
Ashley Mitchell.



[Signature]
Notary Public, State of Texas