

11/20/2013 14:42:41 From: To: 8506176380

Division of Corporations

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**MERGER OR SHARE EXCHANGE
KIDOZEN, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

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13 NOV 20 PM 4:32

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

13 NOV 20 PM 2:36

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TALLAHASSEE, FLORIDA

NOV 21 2013

T. CARTER

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**STATE OF FLORIDA
ARTICLES OF MERGER**

KIDOZEN, INC.
(A FLORIDA CORPORATION)

INTO

KIDOZEN, INC.
(A DELAWARE CORPORATION)

(pursuant to Section 1105 of Chapter 607 of Title XXXVI of The 2013 Florida Statutes)

KidoZen, Inc., a corporation organized and existing under the laws of the State Florida;

DOES HEREBY CERTIFY ON THIS 18th DAY OF NOVEMBER, 2013:

FIRST: That attached as Exhibit A is a true and correct copy of the Agreement and Plan of Merger (the "Plan").

SECOND: As to each corporation described in the Plan, the number of shares entitled to vote, and the number and designation of the shares of any class or series entitled to vote as a class or series, are:

<u>Name of Corporation</u>	<u>Total Number of Shares Entitled to Vote</u>	<u>Designation of Class</u>
KidoZen, Inc. (Delaware)	1,000	Common
KidoZen, Inc. (Florida)	800	Common

As to each corporation listed above, the number of shares voted for and against the Plan, respectively, and the number of shares of any class or series entitled to vote as a class or series voted for and against the Plan are:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>	<u>Class</u>
KidoZen, Inc. (Delaware)	1,000	0	Common
KidoZen, Inc. (Florida)	800	0	Common

THIRD: The number of shares cast for the Plan by each voting group described above took place on November 18, 2013 and was sufficient for approval by that voting group.

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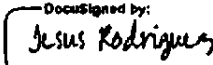
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IN WITNESS WHEREOF, said corporation has caused this Articles of Merger to be signed by an authorized officer on the date first above written.

KIDOZEN, INC.
a Florida corporation

By:  _____
Jesus Rodriguez, President

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EXHIBIT A

**Agreement and Plan of Merger
(attached hereto)**

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") dated as of November 18, 2013 sets forth the terms pursuant to which KidoZen, Inc., a Florida corporation (the "Parent") shall merge with and into its wholly-owned subsidiary, KidoZen, Inc., a Delaware corporation (the "Subsidiary" and together with the Parent, the "Constituent Companies").

Section 1. Merger of the Companies.

1.1. Effective at the Effective Date (as defined below), the Parent shall be merged with and into the Subsidiary, in accordance with the applicable provisions of the laws of the State of Delaware and the State of Florida (the "Merger"). The Subsidiary shall be the surviving corporation in the Merger (the "Surviving Corporation"). From and after the Effective Date, the separate existence of the Parent shall cease and the existence of the Surviving Corporation shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the laws of the State of Delaware, and the Surviving Corporation shall succeed to and assume all rights and obligations of the Parent in accordance with the laws of the State of Florida and the laws of the State of Delaware.

1.2. Articles of Merger shall be filed with the Secretary of State of the State of Florida and a Certificate of Merger shall be filed with the Secretary of State of the State of Delaware, all in accordance with the applicable provisions of the respective laws of the State of Florida and the State of Delaware.

1.3. As of the date hereof, the Parent has 800 shares of Common Stock, par value \$.00001 per share (the "Parent Common Stock"), issued and outstanding. None of the Parent's issued and outstanding shares are held by the Subsidiary.

1.4. As of the date hereof, the Subsidiary has 1,000 shares of Common Stock, par value \$.001 per share (the "Subsidiary Common Stock"), issued and outstanding, all of which are currently held by the Parent.

Section 2. Effective Date of Merger. The Merger shall be effective at the time and on the date specified in the Certificate of Merger filed with the Secretary of State of the State of Delaware and in the Articles of Merger filed with the Secretary of State of the State of Florida (the "Effective Date").

Section 3. Surviving Corporation.

3.1. The Certificate of Incorporation of the Subsidiary, as in effect at the Effective Date, shall remain in effect and shall be the Certificate of Incorporation of the Surviving Corporation following the Effective Date, until the same shall be altered or amended.

3.2. The bylaws, as in effect at the Effective Date, of the Subsidiary shall remain in effect and shall be the bylaws of the Surviving Corporation following the Effective Date, until the same shall be altered or amended.

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3.3. Immediately following the Effective Date, the directors and officers of the Subsidiary in office at the Effective Date shall become the directors and officers of the Surviving Corporation at the Effective Date and shall continue in office as and shall constitute the directors and officers of the Surviving Corporation, each to hold office until their respective successors shall be elected or appointed and qualified or until he or she sooner resigns or is removed.

Section 4. Effect of the Merger. From and after the Effective Date:

4.1. The Surviving Corporation shall possess all rights, all the property, privileges, powers, franchises, immunities, exemptions, and benefits of each of the Constituent Companies. The title to any real estate or personal property vested in the Constituent Companies shall pass to and be vested in the Surviving Corporation.

4.2. All rights of creditors and liens upon the property of the Parent shall be preserved as rights of creditors and liens upon the property of the Surviving Corporation; and all debts, liabilities and duties of the Parent shall thenceforth become the obligation of the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if the obligations and liabilities had been incurred or contracted by it.

Section 5. Effect on Issued and Outstanding Stock. At the Effective Date by virtue of the Merger and without any action on the part of the Constituent Companies or any holder of securities of the Constituent Companies:

5.1. Each share of issued and outstanding Parent Common Stock held by the shareholders of the Parent immediately prior to the Effective Date, other than shares to be cancelled in accordance with Section 5.2, shall, upon the Merger and without any action on the part of the holder thereof, be converted into the right to receive 10,000 shares of Common Stock, \$.001 par value per share of the Surviving Corporation (the "Surviving Corporation Common Stock"). At the Effective Date, all shares of Parent Common Stock with respect to which the merger consideration is payable pursuant to this Section 5.1 shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate representing Parent Common Stock shall cease to have any rights with respect thereto, except the right to receive a certificate representing the shares of Surviving Corporation Common Stock set forth above (the "Surviving Corporation Certificates").

5.2. Each share of Parent Common Stock that is owned by the Parent immediately prior to the Effective Date, as treasury stock or otherwise, immediately prior to the Effective Date shall be cancelled and shall cease to exist and no merger consideration or other consideration shall be delivered in exchange therefor.

5.3. Each share of Subsidiary Common Stock, issued and outstanding immediately prior to the Effective Date, shall, upon the Merger and without any action on the part of the holder thereof, be cancelled and shall cease to exist.

5.4. After the Effective Date, the Surviving Corporation shall deliver to each stockholder of the Parent the Surviving Corporation Certificates representing the shares of Surviving Corporation Common Stock that such stockholders are entitled to receive pursuant to Section 5.1 in

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exchange for the certificates representing the shares of Parent Common Stock held by such stockholders (the "Parent Certificates"), which Parent Certificates shall thereby be cancelled. The Surviving Corporation Certificates delivered upon the surrender of Parent Certificates in accordance with the terms hereof are hereby deemed to be in full satisfaction of all rights pertaining to such shares of Parent Common Stock, and from and after the Effective Date there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Parent Common Stock which were outstanding immediately prior to the Effective Date.

Section 6. Miscellaneous.

6.1 Entire Agreement This Agreement (including the documents and instruments referred to herein that are to be delivered pursuant to this Agreement), constitutes the entire agreement among the Constituent Companies and supersedes any prior understandings, agreements or representations by or among the Constituent Companies, or any of them, written or oral, with respect to the subject matter hereof.

6.2 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

6.3 Counterparts and Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the Constituent Companies hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed and delivered by facsimile transmission.

6.4 Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

[Signature Page Follows]

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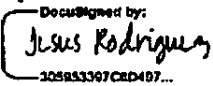
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IN WITNESS WHEREOF, the undersigned have approved this Plan as of the date first above written.

KIDOZEN, INC.

A Delaware corporation

By: 
 Jesus Rodriguez, President

KIDOZEN, INC.

A Florida corporation

By: 
 Jesus Rodriguez, President

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