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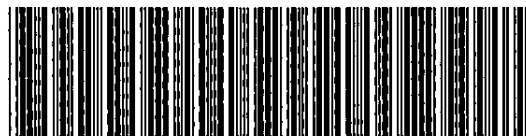
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Merger - Inc

1. GeoFeedia, Inc.  
(CORPORATE NAME AND DOCUMENT #)

2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

3. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

4. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

5. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

6. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Geofeedia, 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:

Thomas A. Brumgardt, Esquire  
Contact Person

Nelson Mullins Riley & Scarborough LLP  
Firm/Company

1320 Main Street, 17th Floor  
Address

Columbia, SC 29201  
City/State and Zip Code

tom.brumgardt@nelsonmullins.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Thomas A. Brumgardt  
Name of Contact Person

At ( 803 )

255-9743

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

# 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:

| <u>Name</u>            | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|------------------------|---------------------|--|
| <u>Geofeedia, Inc.</u> | <u>Delaware</u>     | <u>5176906</u>                                   |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u>           | <u>Jurisdiction</u> | <u>Document Number</u><br>(If known/ applicable) |
|-----------------------|---------------------|--|
| <u>Geofeedr, Inc.</u> | <u>Florida</u>      | <u>P11000058929</u>                              |
| _____                 | _____               | _____  |
| _____                 | _____               | _____  |
| _____                 | _____               | _____  |
| _____                 | _____               | _____  |

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 28, 2012

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 28, 2012

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

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**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

Geofeedia, Inc.

Phil Harris

Phillip B. Harris, President

Geofedr, Inc.

Phil Harris

Phillip B. Harris, President

## **PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Geofeedia, Inc.

Delaware

**Second:** The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Geofeedr, Inc.

Florida

**Third:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger

*(Attach additional sheets if necessary)*

**THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:**

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached Agreement and Plan of Merger

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 14, 2012 (this "Agreement"), is between Geofeedr, Inc., a Florida corporation ("Geofeedr-Florida"), and Geofeedia, Inc., a Delaware corporation ("Geofeedia-Delaware") and a wholly owned subsidiary of Geofeedr-Florida. Geofeedr-Florida and Geofeedia-Delaware are sometimes hereinafter collectively referred to as the "Constituent Corporations."

### RECITALS

WHEREAS, Geofeedr-Florida is a corporation organized and existing under the laws of the State of Florida, and, as of the date hereof, has ownership interests in Geofeedr-Florida denominated in shares of Common Stock at no par value per share (the "Geofeedr-Florida Stock") pursuant to the terms of the Articles of Incorporation of the Company dated June 27, 2011, as amended.

WHEREAS, Geofeedia-Delaware is a corporation organized and existing under the laws of the State of Delaware, and, as of the date hereof, has one (1) share of common stock, par value \$0.0001 per share, issued and outstanding ("Geofeedia-Delaware Common Stock"), all of which are held by Geofeedr-Florida.

WHEREAS, the respective Boards of Directors of Geofeedr-Florida and Geofeedia-Delaware have adopted and approved, as the case may be, this Agreement, which is the plan of merger for purposes of the Florida Business Corporation Act (the "Florida Act") and the agreement of merger for purposes of the Delaware General Corporation Law (the "DGCL"), and the transactions contemplated by this Agreement, including the Merger (as hereinafter defined).

WHEREAS, the Board of Directors of Geofeedr-Florida has determined that for the purpose of effecting the reincorporation of Geofeedr-Florida in the State of Delaware, this Agreement and the transactions contemplated by this Agreement, including the Merger, are advisable and in the best interests of Geofeedr-Florida and its shareholders, and the Board of Directors of Geofeedia-Delaware has determined that this Agreement and the transactions contemplated by this Agreement, including the Merger are advisable and in the best interests of Geofeedia-Delaware and its sole stockholder.

WHEREAS, the respective Boards of Directors of Geofeedr-Florida and Geofeedia-Delaware have determined to recommend this Agreement and the Merger to their respective shareholders and stockholder, as the case may be.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Geofeedr-Florida and Geofeedia-Delaware hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

### I MERGER

1.1 Merger. Geofeedr-Florida shall, pursuant to and in accordance with the provisions of this Agreement, the Florida Act and the DGCL, be merged with and into Geofeedia-Delaware



(the "Merger") whereupon the separate corporate existence of Geofedr-Florida shall cease, and Geofedia-Delaware shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation."

1.2 Filing and Effectiveness. The Merger shall become effective, upon the filing of (i) the certificate of merger with the Secretary of State of the State of Delaware and (ii) the articles of merger with the Secretary of State of the State of Florida, unless another date and time is set forth in the said certificate or articles of merger. The date and time when the Merger shall become effective is referred to herein as the "Effective Time."

1.3. Reorganization. The Merger is being done solely to effectuate a change of place of incorporation of Geofedr-Florida and is intended to qualify as a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

## II. CERTIFICATE OF INCORPORATION

The certificate of incorporation of the Geofedia-Delaware as in effect immediately before the Effective Time shall be, as of the Effective Time, the certificate of incorporation of the Surviving Corporation until thereafter duly amended as provided therein and in accordance with applicable law.

## III. BYLAWS

The bylaws of Geofedia-Delaware as in effect immediately before the Effective Time shall be, as of the Effective Time, the bylaws of the Surviving Corporation until thereafter duly amended as provided therein and in accordance the certificate of incorporation and applicable law.

## IV. DIRECTORS AND OFFICERS

The directors and officers of Geofedia-Delaware in office immediately before the Effective Time shall be the directors and officers of the Surviving Corporation immediately after the Effective Time, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated by law or in accordance with the Bylaws of the Surviving Corporation.

## V. MANNER OF CONVERSION OF SHARES

5.1. Geofedr-Florida Stock. Upon the Effective Time, each share of Geofedr-Florida Stock that is issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into the right to receive (the "Exchange Ratio") one hundred fully paid and nonassessable share of Geofedia-Delaware Common Stock (the "Merger Consideration"). As of the Effective Time, all shares of Geofedr-Florida Stock shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist and each certificate that

previously represented such shares of Geofeedr-Florida Stock shall thereafter represent the Merger Consideration for all such shares.

5.2. Geofeedia-Delaware Common Stock. Upon the Effective Time, each share of Geofeedia-Delaware Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be cancelled without compensation therefor and returned to the status of authorized but unissued shares.

5.3. Exchange of Certificates.

(a) After the Effective Time, each holder of an outstanding certificate representing Geofeedr-Florida Stock may, at such holder's option, surrender the same for cancellation to such entity as the Surviving Corporation so designates as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the Merger Consideration. Until so surrendered, each outstanding certificate theretofore representing Geofeedr-Florida Stock shall be deemed for all purposes to represent the Merger Consideration.

(b) Each certificate representing Geofeedia-Delaware Common Stock so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transfer that appeared on the certificates representing Geofeedr-Florida Stock so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

(c) If any certificate representing shares of Geofeedia-Delaware Common Stock is to be issued in a name other than the name in which the certificate surrendered in exchange therefor is registered, the following conditions must be satisfied before the issuance thereof: (i) the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer; (ii) such transfer shall otherwise be proper; and (iii) the person requesting such transfer shall pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than the name of the registered holder of the certificate surrendered or shall establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

VI.

TRANSFER AND CONVEYANCE OF ASSETS  
AND ASSUMPTION OF LIABILITIES

6.1. Effects of the Merger. At the Effective Time, the separate corporate existence of Geofeedr-Florida shall cease, and the Merger shall have the effects set forth in the applicable provisions of this Agreement, the DGCL and the Florida Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the title to all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Geofeedr-Florida shall vest in and devolve upon the Surviving Corporation without further act or deed, without reversion or impairment, without further act or deed, and without any conveyance, transfer or assignment having occurred, and the Surviving Corporation

shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to each of the Constituent Corporations on whatever account, shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Geofedr-Florida, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Geofedr-Florida. The employees and agents of Geofedr-Florida shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Geofedr-Florida.

6.2 Additional Actions. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Geofedr-Florida such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Geofedr-Florida, 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 Geofedr-Florida or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

## VII. MISCELLANEOUS

7.1. Conditions to the Obligations of the Constituent Corporations to Effect the Merger. The respective obligation of each Constituent Corporation to effect the Merger shall be subject to the prior approval of this Agreement and the Merger by the requisite vote of shareholders of the Geofedr-Florida in accordance with applicable Florida law.

7.2. Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of any Constituent Corporation, notwithstanding the approval or adoption, as the case may be, of this Agreement by the shareholders or stockholder, as the case may be, of any or both of the Constituent Corporations.

7.3 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

7.4. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida (without giving effect to principles of conflicts of laws) and, so far as applicable, the merger provisions of the DGCL.

7.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned duly authorized officers of Geofeedr-Florida and Geofeedia-Delaware do hereby execute this Agreement and Plan of Merger as of the date first written above.

**GEOFEEDR, INC.,**  
a Florida corporation

By: Phil Harris

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GEOFEEDIA, INC.,**  
a Delaware corporation

By: Phil Harris

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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