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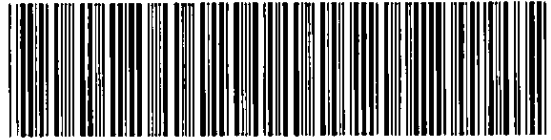
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MAY 7 2021

# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

Date: 05/06/2021

Acc#I20160000072

*Handwritten initials/signature*

Name:	SS Vape Brands, Inc.
Document #:	
Order #:	13664331

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
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Amount: \$ **78.75**

Thank you!

**ARTICLES OF MERGER  
OF  
CREATIVE VAPE LABS INC  
INTO  
SS VAPE BRANDS, INC.**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, as amended, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the state under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
Creative Vape Labs Inc	Florida
SS Vape Brands, Inc.	Florida

SECOND: The surviving corporation is SS Vape Brands, Inc. and it is to be governed by Chapter 607 of the laws of the State of Florida.

THIRD: The Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was approved by the Board of Directors of SS Vape Brands, Inc. and Creative Vape Labs Inc, in the manner prescribed by Section 607.1104 of the Florida Business Corporation Act, as amended ("FBCA"). As to each of the undersigned corporations, shareholder approval was not required to adopt the Plan of Merger pursuant to Section 607.1104(1)(a) of the FBCA as Westman Holding Company, LLC, a Florida limited liability company, owns all outstanding shares of each class of capital stock of the undersigned corporations.

FOURTH: The effective date of the merger shall be 12:01 AM on May 7, 2021.

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-5 AM 10:33  
STATE

Dated: May 5, 2021

**Brands:**

SS Vape Brands, Inc., a Florida corporation

*Sonny Westmoreland Jr.*  
Sonny R. Westmoreland, Jr., President

**Labs:**

Creative Vape Labs Inc, a Florida corporation

*Sonny Westmoreland Jr.*  
Sonny R. Westmoreland, Jr., President

**Exhibit A**  
**Plan of Merger**

See attached.

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") entered into as of the 5<sup>th</sup> day of May, 2021 by and among SS VAPE BRANDS, INC., a Florida corporation ("Brands"), CREATIVE VAPE LABS INC, a Florida corporation ("Labs"), and WESTMAN HOLDING COMPANY LLC, a Florida limited liability company (the "Holding Company").

### WITNESSETH:

**WHEREAS**, the Holding Company is the sole shareholder of Brands and owns 100% of its issued and outstanding common stock ("Brands Common Stock");

**WHEREAS**, the Holding Company is the sole shareholder of Labs and owns 100% of its issued and outstanding common stock (the "Labs Common Stock");

**WHEREAS**, this Agreement has been unanimously approved by the board of directors and shareholders of Brands; and

**WHEREAS**, this Agreement has been unanimously approved by the board of directors and shareholders of Labs.

**NOW, THEREFORE**, in consideration of the mutual and dependent promises and the representations and warranties hereinafter contained, the parties hereto agree as follows:

### SECTION 1. THE MERGER

1.1 **The Merger**. At the Effective Time (as defined in Section 1.4) and subject to the terms and conditions hereof and the provisions of the Chapter 607, *Florida Statutes*, and the Florida Business Corporation Act (the "FBCA"), Labs will be merged with and into Brands in accordance with the FBCA, the separate existence of Labs shall thereupon cease and Brands shall continue as the surviving corporation (the "Surviving Corporation") (the "Merger"). Labs and Brands are sometimes hereinafter referred to collectively as the "Constituent Entities." For

purposes of the representations, warranties, covenants and agreements contained herein, references to the business, properties, assets, condition or prospects of Labs and/or Brands will be deemed to refer to such business, properties, assets, conditions and prospects both before the Closing with respect to Labs and Brands and after the Closing with respect to the Surviving Corporation.

1.2 **Effects of the Merger.** The separate corporate existence of Brands, 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 properties and assets of the Constituent Entities and to all debts, choses in action and other interests due or belonging to the Constituent Entities and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituent Entities with the effect set forth in Section 607.1101 of the FBCA.

1.3 **Closing.**

(a) Subject to the terms and conditions provided herein, the transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") which will take place at the offices of WhiteBird, PLLC at 730 E. Strawbridge Avenue, Suite 209, Melbourne, Florida 32901 on May 7, 2021 (such date being referred to herein as the "Closing Date").

1.4 **Effective Time.** Subject to the terms and conditions provided herein, the Merger shall be consummated by filing articles of merger (the "Articles of Merger") with the Florida Department of State, substantially in the form appended hereto as **Exhibit A**, executed in accordance with the FBCA. The Merger shall be effective at such time as the Articles of Merger shall have been duly filed with the Department of State of the State of Florida in accordance with the FBCA or on such date as the Constituent Entities shall specify in the Articles of Merger (the "Effective Time").

1.5 **Articles of Incorporation.** The articles of incorporation of Brands, as in effect as of the Effective Time, shall be the articles of incorporation of the Surviving Corporation (the “Articles of Incorporation”), until further amended in accordance with applicable law.

1.6 **Bylaws.** The bylaws of Brands, as in effect as of the Effective Time, shall be the bylaws of the Surviving Corporation (the “Bylaws”), until further amended in accordance with applicable law.

1.7 **Directors and Officers.** Upon consummation of the Merger and in accordance with the Bylaws, the Board of Directors of the Surviving Corporation shall be comprised of two (2) persons and the following directors shall hold office: Sonny R. Westmoreland, Jr. and Sean J. Sleiman. Each director shall hold office, subject to the applicable provisions of the Articles of Incorporation and the Bylaws of the Surviving Corporation, until the next annual meeting of stockholders of the Surviving Corporation and until his successor shall be duly elected or appointed and shall duly qualify. Upon consummation of the Merger, the officers of the Surviving Corporation will remain unchanged and such officers will hold office until their respective successors are duly elected or appointed and qualified. If, on or after the Effective Time, a vacancy shall exist in the Board of Directors or in any of the offices of the Surviving Corporation by reason of death or inability to act, or for any other reason, such vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation

1.8 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of Brands, Labs or the holder of any of the following securities:

(a) Each share of the Brands Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and held by the Holding Company and shall not be effected by the Merger.



(b) Each share of the Labs Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and no consideration shall be issued in exchange therefor.

(c) As of and after the Effective Time, the Surviving Corporation shall not be bound by any options, warrants or agreements with respect to the issuance or acquisition of any Brands capital stock or any Labs capital stock or which would entitle any person to own, purchase or receive any capital stock in the Surviving Corporation.

(d) Upon cancellation of the certificates for the Labs Common Stock, the post-closing capitalization of the Surviving Entity shall be as set forth on Schedule 1.8(d) attached hereto.

**1.9 Cancellation of Certificates; Books of Transfer.**

(a) At or after the Effective Time, Labs or the Holding Company shall surrender to the Surviving Corporation any certificate(s) representing the Labs Common Stock.

(b) At the Effective Time, the books of Labs evidencing transfers of capital stock shall be closed and there shall be no further registration of transfers of capital stock in Labs. From and after the Effective Time, the holders of capital stock in Labs immediately prior to the Merger shall cease to have any rights as shareholders of Labs or otherwise with respect to such capital stock, except as otherwise provided herein or by law. No dividends or other distribution declared after the Effective Time with respect to any shares of capital stock of the Surviving Corporation shall be paid to the holder of any unsurrendered certificate or certificates formerly representing shares of capital stock in Labs.

(c) Notwithstanding anything to the contrary in this Section 1.9, neither of the Surviving Corporation nor any party hereto shall be liable to a holder of a certificate or certificates

formerly representing shares of Labs Common Stock or shares of Brands Common Stock for any amount properly paid to a public official pursuant to any applicable property, escheat or similar law.

**SECTION 2. MISCELLANEOUS.**

2.1 **Law Governing.** This Agreement shall be construed under and governed by the internal laws, and not the law of conflicts, of the State of Florida.

2.2 **Notices.** Any notice, request, demand other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail upon the sooner of the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment or receipt, as follows:

To Labs Parties:                    1041 Crews Commerce Drive  
Suite 100  
Orlando, FL 32837

To Brands Parties:                1041 Crews Commerce Drive  
Suite 100  
Orlando, FL 32837

or to such other address of which any party may notify the other parties as provided above.

2.3 **Prior Agreements Superseded.** This Agreement and any agreements executed by the parties in connection herewith supersede all prior understandings and agreements among the parties relating to the subject matter hereof.

2.4 **Assignability.** This Agreement may not be assigned by any party hereto without the prior written consent of all other parties hereto, this Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

2.5 **Publicity and Disclosures.** Until the Effective Time, so long as this Agreement is in effect, neither Labs nor Brands nor any of their respective stockholders, subsidiaries or affiliates shall issue or cause the publication of any press release or other announcement with respect to the Merger, this Agreement or the other transactions contemplated hereby without the prior written consent of all other parties hereto, which consent shall not be unreasonably withheld, except to the extent disclosure is required by any applicable law or regulation or by any court or authorized administrative or governmental agency.

2.6 **Captions and Gender.** The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter pronoun, as the context may require.

2.7 **Certain Definitions.** For purposes of this Agreement, the term:

(a) “affiliate” of a person shall mean a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person;

(b) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise;

(c) “person” means an individual, corporation, partnership, association, trust or any unincorporated organization; and

(d) “subsidiary” of a person means any corporation more than fifty percent (50%) of whose outstanding voting securities, or any partnership, joint venture or other entity more

than fifty percent (50%) of whose total equity interest, is directly or indirectly owned by such person.

2.8 **Execution in Counterparts.** For the convenience of the parties to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

2.9 **Amendments; Waivers.** This Agreement may not be amended or modified except by a writing duly and validly executed by each party hereto. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto or their duly authorized representatives have caused this Agreement to be executed as of the date first set forth.

**Brands:**

SS Vape Brands, Inc., a Florida corporation

*Sonny Westmoreland Jr.*  
Sonny R. Westmoreland, Jr., President

**Labs:**

Creative Vape Labs Inc, a Florida corporation

*Sonny Westmoreland Jr.*  
Sonny R. Westmoreland, Jr., President

**HOLDING COMPANY:**

Westman Holding Company, LLC, a Florida limited liability company

*Sonny Westmoreland Jr.*  
Sonny R. Westmoreland, Jr., Manager

*Sean J. Sleiman*  
Sean J. Sleiman, Manager

**SCHEDULE 1.8(c)**

Post-Merger Capitalization of Surviving Entity

<b><u>Shareholder</u></b>	<b><u>Total Common Stock</u></b>
Westman Holding Company, LLC, a Florida limited liability company	100,000