

DEC-30-2014 12:04

FROM: HARRISON, SALE, MCCLOY & THOMPSON

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Florida Department of State  
Division of Corporations  
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EFFECTIVE DATE

Jan 1, 2015

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MERGER OR SHARE EXCHANGE

Evoq Medical, Inc.

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FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FL 32399-0001

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Evoq Medical, 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:

Andrew B. Levy, Esq.

Contact Person

Harrison Sale McCloy

Firm/Company

Post Office Drawer 1579

Address

Panama City, Florida 32401

City/State and Zip Code

alevy@hsmclaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Andrew B. Levy

Name of Contact Person

At ( 850 )

769-3434

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)

EFFECTIVE DATE

Jan 1, 2015

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> (If known/ applicable)
<u>Evog Medical, Inc.</u>	<u>Delaware</u>	<u>141221724</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Cognition Health Partners, Inc.</u>	<u>Florida</u>	<u>P10000076496</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** 01 / 01 / 2015 (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 \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 30, 2014 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 December 30, 2014.

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)

**Seventh: SIGNATURES FOR EACH CORPORATION**Name of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitleCognition Health Partners, Inc.Reuben BuckareffEvoq Medical, Inc.Reuben Buckareff

**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

Evoq Medical, Inc.

Delaware

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

Name

Jurisdiction

Cognition Health Partners, Inc.

Florida

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

See attached.

**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

*(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:

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") is adopted as of December 11, 2014, by and between Evoq Medical, Inc., a Delaware corporation ("Successor"), and Cognition Health Partners, Inc., a Florida corporation ("CHP").

WHEREAS, Successor is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, CHP is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, as of the date hereof, Successor has authority to issue 10,000,000 shares of common stock, \$0.001 par value per share ("Delaware Common Stock");

WHEREAS, on the date hereof, 426,554 shares of common stock are issued and outstanding in CHP; and 382,421 shares of Class B common stock are issued and outstanding in CHP (collectively, the "CHP Shares");

WHEREAS, on the date hereof, 1,525,000 shares of common stock are issued and outstanding in Successor, and Successor will issue an additional 2,310,716 shares of common stock for the conversion of the CHP Shares;

WHEREAS, the respective boards of directors of Successor and CHP have determined that it is advisable and in the best interests of such corporations and their respective stockholders that CHP merge with and into Successor upon the terms and conditions herein provided; and

WHEREAS, the respective boards of directors of Successor and CHP have approved this Plan;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Successor and CHP hereby agree to merge as follows:

1. **Merger.** Subject to the terms and conditions hereinafter set forth, CHP shall be merged with and into Successor, with Successor to be the surviving corporation in the merger (the "Merger"). The Merger shall be effective (i) once approved by the shareholders of CHP and Successor; and (ii) on the later of the date and time (the "Effective Time") that a properly executed certificate of merger consistent with the terms of this Plan and Section 252 of the Delaware General Corporation Law (the "DGCL") is filed with the Secretary of State of Delaware or articles of merger are filed with the Secretary of the State of Florida as required by Section 607.1105 of the Florida Business Corporation Act (the "FBCA").

2. **Principal Office of Successor.** The address of the principal office of Successor is 100 Richard Jackson Blvd, Panama City Bch, FL 32407.

3. **Corporate Documents.** The Certificate of Incorporation of Successor, as in effect immediately prior to the Effective Time, shall continue to be the Certificate of Incorporation of Successor as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of Successor, as in effect immediately prior to the Effective Time, shall continue to be the Bylaws of Successor as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

4. **Directors and Officers.** The directors and officers of CHP at the Effective Time shall resign as of the Effective Time, and the directors and officers of Successor shall retain the same titles and positions, of Successor at the Effective Time, and after the Effective Time the following individuals are hereby appointed as directors of Successor, to serve as directors until their successors are duly elected and qualified:

Reuben Buckareff  
Aaron Masih  
George Veale  
Steve Roy  
James "Bo" Trotter

5. **Succession.** At the Effective Time, Successor shall succeed to CHP in the manner of and as more fully set forth in Section 259 of the DGCL and in Section 607.1106 of the FBCA.

6. **Further Assurances.** From time to time, as and when required by Successor or by its successors and assigns, there shall be executed and delivered on behalf of CHP such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confer of record or otherwise in Successor the title to and possession of all the interests, assets, rights, privileges, immunities, powers, franchises and authority of CHP, and otherwise to carry out the purposes and intent of this Plan, and the officers and directors of Successor are fully authorized in the name and on behalf of CHP or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

7. **Common Stock of CHP.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (a) each share of common stock of CHP outstanding immediately prior thereto shall be changed and converted automatically into one (1) fully paid and nonassessable share of common stock of Successor; and (b) each Class B Share of CHP outstanding immediately prior thereto shall be changed and converted automatically into five (5) fully paid and nonassessable shares of common stock of Successor.

8. **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that prior to that time represented shares of CHP shall be deemed for all purposes to evidence ownership of and to represent shares of common stock in Successor into which the shares of CHP represented by such certificates have been converted as herein provided. The registered owner on the books and records of CHP shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Successor, have and be entitled to exercise



any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of CHP evidenced by such outstanding certificate as above provided.

9. **Amendment.** The Boards of Directors of Successor and CHP may amend this Plan at any time prior to the Merger, provided that an amendment made subsequent to the adoption of the Plan by the shareholders of CHP or the stockholders of Successor shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for the common stock of CHP, (ii) alter or change any term of the articles of incorporation of Successor, as the surviving corporation to the Merger, or (iii) alter or change any of the terms and conditions of the Plan if such alteration or change would adversely affect the holders of CHP common stock.

10. **Abandonment.** At any time before the Effective Time, this Plan may be terminated and the Merger contemplated hereby may be abandoned by the Board of Directors of either Successor or CHP or both, notwithstanding approval of this Plan by the shareholders of CHP or the stockholders of Successor, or both.

11. **Rights and Duties of Successor.** At the Effective Time and for all purposes the separate existence of CHP shall cease and shall be merged with and into Successor which, as the surviving corporation, shall thereupon and thereafter possess all the rights, privileges, immunities, licenses and franchises (whether of a public or private nature) of CHP; and all property (real, personal and mixed), all debts due on whatever account, all choices in action, and all and every other interest of or belonging to or due to CHP shall continue and be taken and deemed to be transferred to and vested in Successor without further act or deed; and the title to any real estate, or any interest therein, vested in CHP shall not revert or be in any way impaired by reason of such Merger; and Successor shall thenceforth be responsible and liable for all the liabilities and obligations of CHP; and, to the extent permitted by law, any claim existing, or action or proceeding pending, by or against CHP may be prosecuted as if the Merger had not taken place, or Successor may be substituted in the place of such corporation. Neither the rights of creditors nor any liens upon the property of CHP shall be impaired by the Merger. If at any time Successor shall consider or be advised that any further assignment or assurances in law or any other actions are necessary or desirable to vest the title of any property or rights of CHP in Successor according to the terms hereof, the officers and directors of Successor are empowered to execute and make all such proper assignments and assurances and do any and all other things necessary or proper to vest title to such property or other rights in Successor, and otherwise to carry out the purposes of this Plan.

12. **Consent to Service of Process.** Successor hereby agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of CHP, as well as for enforcement of any obligation of Successor arising from the Merger. Successor hereby irrevocably appoints the Secretary of State of the State of Florida and the successors of such officer its attorney in fact in the State of Florida upon whom may be served any notice, process or pleading in any action or proceeding against it to enforce against Successor any obligation of CHP. In the event of such service upon the Secretary of State of the State of Florida or the successors of such officer, such service shall be mailed or delivered personally or by overnight mail to the principal executive officers of Successor located at principal office.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been duly approved by resolution of the Boards of Directors of CHP and Successor, has also been approved by the shareholders of CHP and has been executed on behalf of each of said two corporations by their respective duly authorized officers.

**EVOQ MEDICAL, INC.**

a Delaware corporation

By: Reuben Buckareff  
Chief Executive OfficerDate: 12/11/2014**COGNITION HEALTH PARTNERS, INC.**

a Florida corporation

By: Reuben Buckareff  
Chief Executive OfficerDate: 12/11/2014