

F15000000792

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

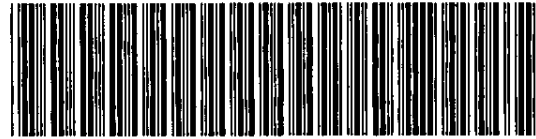
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
STATE OF TEXAS
DIVISION OF CORPORATIONS
16 NOV 17 AM 10:21

NOV 21 2016
C McNAIR

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: INNOVATIVE TECHNOLOGIES CONSULTING LIMITED CORP

Name of Surviving Corporation

16 NOV 17 PM 10:21
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

ALLEN LICHT

Contact Person

Firm/Company

1594 SHORELINE WAY

Address

HOLLYWOOD, FL 33019

City/State and Zip Code

ALLENLICHT@GMAIL.COM

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

For further information concerning this matter, please call:

ALLEN LICHT

Name of Contact Person

At (⁷⁵⁴) ⁷⁷⁷⁻⁸⁷⁷⁰

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> (If known/ applicable)
INNOVATIVE TECHNOLOGIES CONSULTING LIMITED CORP	FLORIDA	F15000000792

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ENGINEERING SYSTEMS AMERICA, INC.	FLORIDA	P10000031959

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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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
NOV 1, 2015 _____ 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
NOV 1, 2015 _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

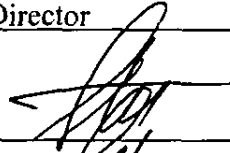
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

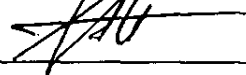
Typed or Printed Name of Individual & Title

INNOVATIVE TECHNOLOGIES
CONSULTING LIMITED CORP



SERGEY SLASTIKHIN, *pres*

ENGINEERING SYSTEMS
AMERICA, INC



SERGEY SLASTIKHIN, *pres*

PLAN OF MERGER

This Plan of Merger (the "Agreement") is dated as of October 1, 2015 by and between INNOVATIVE TECHNOLOGIES CONSULTING LIMITED CORP, a Florida corporation ("Acquirer"), and ENGINEERING SYSTEMS AMERICA, INC., a Florida corporation (the "Company" and, collectively with the Acquirer, the "Parties").

RECITALS

WHEREAS, the respective Boards of Directors of the Acquirer and the Company have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporation and its shareholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporation Act (the "FBCA"), will merge with and into the Acquirer, with the Acquirer as the surviving corporation (the "Merger");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Acquirer" has the meaning set forth in the Preamble.

"Agreement" has the meaning set forth in the Preamble.

"Certificates" has the meaning set forth in Section 3.4.

"Company" has the meaning set forth in the Preamble.

"Company Common Shares" has the meaning set forth in Section 3.1.1.

"Dissenting Shares" has the meaning set forth in Section 3.3.

"Effective Time" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of each of the Parties as set forth in Section 2.4, which shall be at the time and on the date specified in the articles of merger.

"FBCA" has the meaning set forth in the Recitals.

"Merger" has the meaning set forth in the Recitals.

"Parties" has the meaning set forth in the Preamble.

"Surviving Corporation" has the meaning set forth in Section 2.1.

"Surviving Corporation Common Shares" has the meaning set forth in Section 3.1.1.

Any other terms defined herein have the meaning so given them.

II. MERGER

2.1 **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, the Company shall be merged with and into the Acquirer as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquirer shall be the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 **Organizational Documents.** The bylaws of the Acquirer then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquirer then in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 **Board of Directors and Officers.** The directors and officers of the Acquirer immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of the Company.

III. CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the Company's common shares, par value \$0.01 per share ("Company Common Shares") into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquirer, the Company, or the Company's shareholders:

3.1.1 Each Company Common Share issued and outstanding immediately prior to the Effective Time, other than Dissenting Shares (as hereinafter defined), shall be converted into the right to receive [one] validly issued, fully paid and non-assessable common share, par value \$0.01 per share, of the Surviving Corporation ("Surviving Corporation Common Shares");

3.1.2 Each Company Common Share that is owned by the Acquirer or the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

3.1.3 Each share of the Acquirer issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquirer, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the

Acquirer without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquirer and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Rights of Dissenting Shareholders. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Shares issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing, and who has properly exercised appraisal rights in accordance with Sections 1301 through 1333 of the FBCA (such shares being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the FBCA with respect to such shares) shall not be converted as provided in Section 3.1, but instead shall be entitled to only such rights as are granted by said Sections of the FBCA; provided, however, that if, after the Effective Time, such holder fails to perfect, withdraws, or loses the right to appraisal, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided under the FBCA, such Company Common Shares shall be treated as if they had been converted pursuant to Section 3.1 as of the Effective Time, without interest thereon, upon surrender of such Certificates (as hereinafter defined) formerly representing such shares.

3.4 Share Certificates. Upon surrender by the shareholders of the Company of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares to Acquirer for cancellation, together with a duly executed letter of transmittal and such other documents as Acquirer shall require, the holder of such Certificates shall be entitled to receive in exchange therefor one or more Surviving Corporation Common Shares representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 3.1 after taking into account all Company Common Shares then held by such holder. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Corporation Common Shares pursuant to Section 3.1, and until such surrender or exchange, no such

Surviving Corporation Common Shares shall be delivered to the holder of such outstanding Certificate in respect thereof.

IV. OTHER PROVISIONS

4.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

SERGEY SLASTIKHIN
17100 COLLINS AVE STE 224
SUNNY ISLES BEACH, FL 33160, USA

4.2 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.3 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

4.4 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.6 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

4.7 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.8 **Governing Law and Jurisdiction.** This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

4.9 Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

INNOVATIVE TECHNOLOGIES
CONSULTING LIMITED CORP



Signature

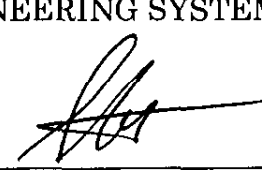
SERGEY SLASTIKHIN

Officer Name

PRESIDENT

Officer Title

ENGINEERING SYSTEMS AMERICA, INC.



Signature

SERGEY SLASTIKHIN

Officer Name

PRESIDENT

Officer Title