

L020000017038

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

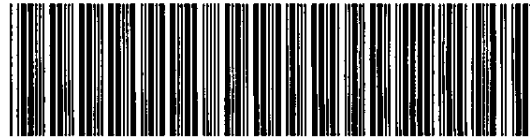
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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000263409010

09/30/14--01021--004 **50.00

10/24/14--01001--005 **35.00

Merged

FILED
2014 SEP 30 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR

10/24/14

KIRTON | McCONKIE

October 21, 2014

VIA FEDEX

Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301
(850) 245-6050

Re: H2O Life Technologies, LLC
Document No.: L09000017146
QuasarWave Technologies, LLC
Document No.: L02000017038

Dear Sir/Madam:

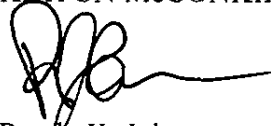
We received the letter from your office dated October 9, 2014 regarding the merger documents filed on behalf of the above referenced Florida limited liability companies. A copy of the letter is enclosed.

Enclosed for filing is a document of Articles of Merger, together with a check in the amount of \$35.00 to cover the remaining balance of the filing fee, for the above referenced Florida limited liability companies that are merging into QuasarWave Corporation, a Nevada corporation.

The above filing is accompanied by a Cover Letter, an extra copy of the filing and a self-addressed envelope. Please file stamp and return to me the enclosed copy of the above filing in the self-addressed envelope or via email at rkjohnson@kmclaw.com.

Please call me at (801) 323-5963 with any questions.

Sincerely,
KIRTON McCONKIE



Randy K. Johnson

Encl.

KIRTON | McCONKIE

September 26, 2014

VIA U.S. MAIL

Department of State
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314
(850) 245-6050

Re: H2O Life Technologies, LLC
Document No.: L09000017146
QuasarWave Technologies, LLC
Document No.: L02000017038


Dear Sir/Madam:

Enclosed for filing is a document of Certificate of Merger, together with a check in the amount of \$50.00 to cover the filing fee, for the above referenced Florida limited liability companies that are merging into QuasarWave Corporation, a Nevada corporation.

The above filing is accompanied by a Cover Letter, an extra copy of the filing and a self-addressed envelope. Please file stamp and return to me the enclosed copy of the above filing in the self-addressed envelope or via email at rkjohnson@kmclaw.com.

Please call me at (801) 323-5963 with any questions.

Sincerely,
KIRTON McCONKIE



Randy K. Johnson

Encl.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 9, 2014

KIRTON/MCCONKIE
% RANDY K. JOHNSON
POST OFFICE BOX 45120
SALT LAKE CITY, UT 84145-0120

SUBJECT: H2O LIFE TECHNOLOGIES, LLC
Ref. Number: L09000017146

We have received your document for H2O LIFE TECHNOLOGIES, LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file is \$25.00 per entity involved in the merger.

There is a balance due of \$25.00.

Effective January 1, 2014, all limited liability company forms must be submitted in accordance with the Revised Limited Liability Company Act, Chapter 605, Florida Statutes. The proper form is enclosed for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 714A00021700

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: QuasarWave Corporation, a Nevada Corporation

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Randy K. Johnson

Contact Person

Kirton McConkie PC

Firm/Company

60 E. South Temple, Suite 1800

Address

Salt Lake City, Utah 84111

City, State and Zip Code

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

For further information concerning this matter, please call:

Randy K. Johnson at (801) 323-5963

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Articles of Merger
For
Florida Limited Liability Company

FILED

2014 SEP 30 PM 4:02

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
H2O Life Technologies, LLC	Florida	Limited liability company
QuasarWave Technologies, LLC	Florida	Limited liability company
QuasarWave Corporation	Nevada	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
QuasarWave Corporation	Nevada	Corporation

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:
- 6300 Sage Wood Drive, Suite H241

Park City, Utah 84098

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Date of filing

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

H2O Life Technologies, LLC

Signature(s):

QuasarWave Technologies, LLC

QuasarWave Corporation

Typed or Printed
Name of Individual:

Whitaker B. Irvin, Sr.

Whitaker B. Irvin, Sr.

Whitaker B. Irvin, Sr.

Corporations:

Chairman, Vice Chairman, President or Officer

(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

ATTACHMENT

AGREEMENT AND PLAN OF MERGER
DATED JUNE 30, 2014

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of June 30, 2014 (this "Agreement"), among QuasarWave Technologies, LLC, a Florida limited liability company ("QW LLC"), H2O Life Technologies, LLC, a Florida limited liability company ("H2O"), and QuasarWave Corporation, a Nevada corporation ("QW Corp."),

RECITALS

WHEREAS, the Board of Directors of QW Corp. and the Managers of each of QW LLC and H2O deem it fair to and in the best interests of their respective stockholders or members, as the case may be, to consummate the merger (the "Merger"), on the terms and subject to the conditions set forth in this Agreement, pursuant to which Merger each of QW LLC and H2O will be merged with and into QW Corp., and QW Corp. would be the surviving entity. The Board of Directors of QW Corp. and the Managers of QW LLC and H2O have approved the Merger and adopted this Agreement and have recommended that the Merger be approved by the respective stockholders and members of each of the constituent companies; and

WHEREAS, upon consummation of the Merger the membership interests in QW LLC and H2O will be converted into the right to receive shares of common stock in QW Corp. upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.01 The Merger.. Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida Limited Liability Company Act and the Nevada Revised Statutes, at the Effective Time (as hereinafter defined), QW LLC and H2O shall be merged with and into QW Corp. At the Effective Time, the separate existence of each of QW LLC and H2O shall cease and QW Corp. shall continue as the surviving entity of the Merger (the "Surviving Corporation").

Section 1.02 Closing.. Unless this Agreement shall have been terminated in accordance with the terms hereof, the closing of the Merger (the "Closing") will take place at 9:00 a.m., local time, on a date to be specified by the parties, which date shall be no later than the third business day after the date on which the conditions set forth in Article IV have been satisfied, or waived by the party entitled to the benefit of such condition, at the offices of Kirton McConkie, 60 E. South Temple, Suite 1800, Salt Lake City, Utah 84111, unless another time, date and/or place is agreed to in writing by the parties. The date upon which the Closing occurs is referred to herein as the "Closing Date."

Section 1.03 Effective Time. Upon the terms and subject to the conditions set forth in this Agreement, as soon as practicable after the satisfaction or waiver of the conditions set forth in Article IV, the parties shall file (i) Articles of Merger (the "Florida Articles of Merger") with the Secretary of State of Florida in such form as is required by, and executed in accordance with the relevant provisions of, the Florida Limited Liability Company Act and (ii) Articles of Merger (the "Nevada Articles of Merger" and, collectively with the Florida Articles of Merger, the "Articles of Merger") with the Secretary of State of Nevada in such form as is required by, and executed in accordance with the relevant provisions of the Nevada Revised Statutes. The Merger shall become effective at such date and time as the Florida Articles of Merger are duly filed with the Secretary of State of the State of Florida and the Nevada Articles of Merger are duly filed with the Secretary of State of the State of Nevada. The date and time that the Merger becomes effective is referred to herein as the "Effective Time."

Section 1.04 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Florida Limited Liability Company Act and the Nevada Revised Statutes. Additionally, title to all property, whether real, personal or mixed, tangible or intangible, of each of QW LLC and H2O shall vest in the Surviving Corporation. All and every other property and interest of each of QW LLC and H2O shall be the property and interest of the Surviving Corporation to the same extent as each of QW LLC and H2O. All debts and liabilities of each of QW LLC and H2O shall be the debts and liabilities of the Surviving Corporation. Such debts and liabilities may be enforced against the Surviving Corporation to the same extent as if said debts and liabilities had been incurred or contracted by the Surviving Corporation.

Section 1.05 Articles of Incorporation; Bylaws. At the Effective Time, the Articles of Incorporation of QW Corp., as in effect immediately prior to the Effective Time and as filed with the Secretary of State of the State of Nevada, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and as provided by law. At the Effective Time, the bylaws of QW Corp., as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and as provided by law.

Section 1.06 Directors and Officers. The directors of QW Corp. immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and bylaws of the Surviving Corporation, and the officers of QW Corp. immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE II CONVERSION OF MEMBERSHIP INTERESTS

Section 2.01 Conversion of Membership Interests; Shares of Stock. At the Effective Time, by virtue of the Merger, and without any action on the part of QW LLC or

H2O or QW Corp, or any of their respective members or stockholders, the following shall occur with respect to the respective membership interests of each of QW LLC and H2O and the shares of stock of QW Corp.:

(a) QW LLC. Each unit of membership interest in QW LLC issued and outstanding immediately prior to the Effective Time (other than any Dissenting QW Interests, as hereinafter defined) shall be converted into and become the right to receive 0.0261 shares of Class A Common Stock, par value \$0.01 per share (the "Class A Common Stock"), and 0.0261 shares of Class B Common Stock, par value \$0.01 per share (the "Class B Common Stock"), of QW Corp. All such units of membership interests in QW LLC so converted shall no longer be outstanding and shall thereafter solely represent the right to receive the relevant number of shares of Class A Common Stock and Class B Common Stock pursuant to the terms hereof.

(b) H2O.

(i) Each unit of membership interest in H2O issued and outstanding immediately prior to the Effective Time (other than any Dissenting H2O interests, as hereinafter defined, or any such units held by QW LLC) shall be converted into and become the right to receive 30.928 shares of Class B Common Stock. All such units of membership interest of H2O so converted shall no longer be outstanding and shall thereafter solely represent the right to receive the relevant number of shares of Class B Common Stock pursuant to the terms hereof.

(ii) Each unit of membership interest in H2O held by QW LLC issued and outstanding immediately prior to the Effective Time shall cease to be outstanding and automatically shall be cancelled and retired and shall cease to exist and no shares of Class B Common Stock or other property will be issued in exchange therefor.

(c) QW Corp. Each share of Class A Common Stock and Class B Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting QW Shares, as hereinafter defined) shall remain issued and outstanding from and after the Effective Time.

Section 2.02 No Further Rights. From and after the Effective Time, persons who had been members of either QW LLC or H2O shall cease to have any rights as members of QW LLC or H2O, as the case may be, except as provided herein or by applicable law.

Section 2.03 Transfer Books. At the Effective Time, the transfer books of each of QW LLC and H2O shall be closed and there shall be no further registration of transfers of membership interests in either QW LLC or H2O on the records of the relevant company.

Section 2.04 Dissenting Interests and Shares.

(a) Notwithstanding any provisions of this Agreement to the contrary and to the extent available under the applicable provisions of the Florida Limited Liability Company Act:

(i) Membership interests in QW LLC that are outstanding immediately prior to the Effective Time and that are held by any member who is entitled to demand and properly demands the appraisal for such membership interests (the "Dissenting QW Interests"), pursuant to, and who complies in all respects with the applicable provisions of the Florida Limited Liability Company Act, shall not be converted into, or represent the right to receive, the relevant number of shares of Class A Common Stock or Class B Common Stock. Any such member shall instead be entitled to receive payment of the fair value of such member's Dissenting QW Interests in accordance with the applicable provisions of the Florida Limited Liability Company Act; provided, however, that any Dissenting QW Interests held by any member who shall have failed to perfect or who otherwise shall have withdrawn or lost such member's right to appraisal of such membership interests under the Florida Limited Liability Company Act shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the relevant number of shares of Class A Common Stock and Class B Common Stock in the Merger, without any interest thereon.

(ii) Membership interests in H2O that are outstanding immediately prior to the Effective Time and that are held by any member who is entitled to demand and properly demands the appraisal for such membership interests (the "Dissenting H2O Interests"), pursuant to, and who complies in all respects with the applicable provisions of the Florida Limited Liability Company Act, shall not be converted into, or represent the right to receive, the relevant number of shares of Class B Common Stock. Any such member shall instead be entitled to receive payment of the fair value of such member's Dissenting H2O Interests in accordance with the applicable provisions of the Florida Limited Liability Company Act; provided, however, that any Dissenting H2O Interests held by any member who shall have failed to perfect or who otherwise shall have withdrawn or lost such member's right to appraisal of such membership interests under the Florida Limited Liability Company Act shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Effective Time, the right to receive the relevant number of shares of Class B Common Stock in the Merger, without any interest thereon.

(b) Notwithstanding any provisions of this Agreement to the contrary and to the extent available under the applicable provisions of the Nevada Revised Statutes, shares of Class A Common Stock and Class B Common Stock that are outstanding immediately prior to the Effective Time and that are held by any stockholder who is entitled to demand and properly demands the appraisal of such shares of Class A Common Stock or Class B Common Stock (the "Dissenting QW Shares") pursuant to, and who complies with the applicable provisions of the Nevada Revised Statutes, shall not remain issued and outstanding. Any such stockholder shall instead be entitled to receive payment of the fair value of such stockholder's Dissenting QW Shares in accordance with the applicable provisions of the Nevada Revised Statutes; provided, however, that any Dissenting QW Shares held by any stockholder who shall have failed to perfect or who otherwise shall have

withdrawn or lost such stockholder's right to appraisal of such stockholder's shares under the Nevada Revised Statutes shall remain issued and outstanding from and after the Effective Time and such stockholder shall receive no payment in connection therewith.

(c) Each of QW LLC, H2O and QW Corp. shall give each other prompt notice, of any demands received for appraisal, withdrawals of such demands and any other instruments served pursuant to the applicable provisions of the Florida Limited Liability Company Act or the Nevada Revised Statutes. Neither QW LLC or H2O, except with the prior written consent of QW Corp., shall make any payment or agree to make any payment with respect to any demands for appraisal or offer to settle any such demands.

ARTICLE III INDEMNIFICATION; BEST EFFORTS

Section 3.01 Indemnification. QW Corp, agrees that all rights to indemnification, including provisions relating to advances of expenses, existing in favor of any of the present or former managers, officers, employees or consultants or QW LLC or H2O (collectively, the "Indemnified Parties") as provided in their respective certificate or organization, operating agreement or resolutions of the Board of Managers as in effect as of the date hereof with respect to matters occurring prior to the Effective Time shall survive the Merger and shall continue in full force and effect. The Surviving Corporation shall fulfill and honor such indemnification obligations in accordance with their terms. From and after the Effective Time, the Surviving Corporation shall indemnify, defend and hold harmless the Indemnified Parties against all losses, expenses, claims or liabilities arising out of actions or omissions occurring at or prior to the Effective Time to the full extent permitted under the Nevada Revised Statutes or other applicable law.

Section 3.02 Further Action; Reasonable Best Efforts. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken all appropriate action and to do or cause to be done, all things necessary, proper or advisable under applicable law to consummate and make effective the transactions contemplated by this Agreement.

ARTICLE IV CONDITIONS TO THE MERGER

Section 4.01 Conditions to the Obligations of Each Party. Subject to waiver as set forth in Section 5.04, the respective obligations of each of QW LLC, H2O and QW Corp. to consummate the Merger are subject to the satisfaction at or prior to the Closing Date of the following conditions:

(a) Stockholder and Member Approval. This Agreement shall have been approved by the requisite stockholders of QW Corp. and by the requisite members of each of QW LLC and H2O.

(b) No Order. No governmental authority shall have enacted, issued,

promulgated, enforced or entered any law, rule, regulation, judgment, decree, executive order or award which is then in effect and has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger.

(c) Dissents. No more than 10% of any of the issued and outstanding units of membership interest in QW LLC or H2O or of the issued and outstanding shares of Class A Common Stock or Class B Common Stock shall constitute Dissenting QW Interests, Dissenting H2O Interests or Dissenting QW Shares, as the case may be.

ARTICLE V TERMINATION, AMENDMENT AND WAIVER

Section 5.01 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action taken or authorized by the Board of Directors of QW Corp. or the Board of Managers of either QW LLC or H2O, whether before or after the requisite stockholders or members of QW Corp., QW LLC or H2O shall have approved this Agreement. The party desiring to terminate this Agreement pursuant to this Section 5.01 shall give notice of such termination to the other parties.

Section 5.02 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 5.01, there shall be no liability under this Agreement on the part of any party hereto.

Section 5.03 Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of the Board of Directors of QW Corp. and the Managers of QW LLC and H2O at any time prior to the Effective Time; provided, however, that after the adoption of this Agreement by the stockholders of QW Corp. and the members of QW LLC and H2O, no amendment shall be made except as allowed under applicable law. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

Section 5.04 Waiver. At any time prior to the Closing Date, any party hereto may (a) extend the time for performance of any obligation or act by any other party to be performed for the benefit of the waiving party, or (b) waive compliance by any other party with any agreement or condition contained in this Agreement, compliance with which is for the benefit of the waiving party. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the parties or parties to be bound thereby. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of these rights.

ARTICLE VI MISCELLANEOUS

Section 6.01 Severability. If any term or other provision of this Agreement is finally adjudicated by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or

legal substance of the Merger is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Merger be consummated as originally contemplated to the fullest extent possible.

Section 6.02 Entire Agreement; Assignment. This Agreement (and the other documents delivered pursuant hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof and thereof. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) without the prior written consent of the other parties hereto.

Section 6.03 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than Section 3.01 which is intended to be for the benefit of the persons covered thereby and may be enforced by such persons.

Section 6.04 Remedies; Specific Performance. The parties hereto agree that upon a breach of any of the terms or provisions of this Agreement then in addition to any remedies available at law or equity the parties hereto shall have the right to seek specific performance of the terms hereof, to the extent available under applicable law.

Section 6.05 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada applicable to contracts executed in and to be performed in that State, regardless of the laws that might otherwise govern under applicable principles of conflicts of law, and the Florida Limited Liability Act to the extent such Act applies.

Section 6.06 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.07 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission and other electronic means including .pdf) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

QUASARWAVE TECHNOLOGIES, LLC

By: 

Whitaker B. Irvin, Sr.
Manager

H2O LIFE TECHNOLOGIES, LLC

By: 

Whitaker B. Irvin, Sr.
Manager

QUASARWAVE CORPORATION

By: 

Whitaker B. Irvin, Sr.
President