

L16000233591

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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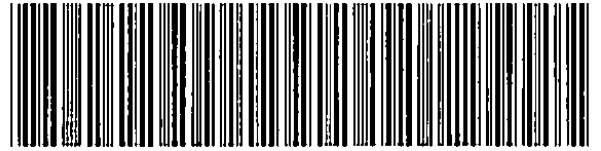
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



300331415393

Effective
7-1-19

LLC
Merger
7-2-19
DC

19 JUN 28 AM 10:32
19 JUN 28 PM 2:40

Incorporating Services, Ltd.

1100 H Street N.W., Suite 840
Washington, DC 20005
202.386.7575 - 877.531.1131
Fax: 202.386.7552
www.Incserv.com
e-mail: accounting@incserv.com

ORDER FORM

TO Florida Department of State
Division of Corporations, Clifton
Building
2661 Executive Center Circle
Tallahassee, FL 32301
corphelp@dos.myflorida.com
850-245-6051

FROM Melissa Stops
mstops@incserv.com
850.656.7953

REQUEST DATE 6/28/2019 **PRIORITY** 2 Hours

OUR REF #.(Order ID#) 7539

ORDER ENTITY
NEBBIA TECHNOLOGY HOLDING, LLC

PLEASE PERFORM THE FOLLOWING SERVICES:
NEBBIA TECHNOLOGY HOLDING, LLC (FL)

File the attached merger document and provide a certified copy as evidence.

NOTES:
\$90.00 Authorized

RETURN/FORWARDING INSTRUCTIONS:
ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: New Signature US, Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.
Please return all correspondence concerning this matter to:

Contact Person

Firm/Company

Address

City, State and Zip Code

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

For further information concerning this matter, please call:

Name of Contact Person

at (_____) _____

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

19 JUN 28 AM 10:32

ARTICLES OF MERGER
OF
NEBBIA TECHNOLOGY HOLDING, LLC.
a Florida limited liability company
INTO
NEW SIGNATURE US, INC.,
a Maryland corporation

Pursuant to the provisions of the Florida Revised Limited Liability Company Act (the "Act"), the entities herein named do hereby submit the following articles of merger.

FIRST: The name and jurisdiction of the surviving corporation is NEW SIGNATURE US, INC., a Maryland Corporation.

SECOND: The name and jurisdiction of each merging corporation is:

NEW SIGNATURE US, INC., a Maryland Corporation

NEBBIA TECHNOLOGY HOLDING, LLC, a Florida Limited Liability Company

THIRD: Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging Nebbia Technology Holding, LLC, a Florida limited liability company (the "Merging Company"), with and into New Signature US, Inc., a Maryland corporation (the "Surviving Corporation").

FOURTH: The sole member of the Merging Company entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent on June 28, 2019. The surviving corporation in the merger shall be the Surviving Corporation. Upon the merger becoming effective, the name of the Surviving Corporation shall be "New Signature US, Inc."

FIFTH: The board of directors and sole shareholder of the Surviving Corporation approved the aforesaid Plan of Merger on June 28, 2019.

SIXTH: The merger of Merging Company with and into the Surviving Corporation is permitted under the respective laws of all applicable jurisdictions and is not prohibited by any shareholders' agreement or the by-laws or articles of incorporation of any party to the merger.

SEVENTH: The merger shall become effective at 12:01 a.m. on July 1, 2019.

EIGHTH: The Surviving Corporation is a foreign corporation that does not have a certificate of authority to transact business in the State of Florida. The mailing address to which the department may send any process served pursuant to Section 605.0117 of the Act and Chapter 48 of the Florida Statutes is: 901 K Street NW, Suite 450, Washington, DC 20001.

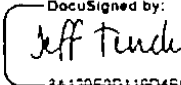
NINTH: The Merging Company agrees to pay any members with appraisal rights the amount, to which members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.

[Signature Page to Follow]

Executed on this 28th day of June, 2019.

NEW SIGNATURE US, INC.,

a Maryland corporation

By:  DocuSigned by:
2A130F3D118D4E6
Name: Jeff Tench
Title: President

NEBBIA TECHNOLOGY HOLDING, LLC.

a Florida limited liability company

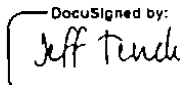
By:  DocuSigned by:
2A130F3D118D4E6
Name: Jeff Tench
Title: President

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Merger Agreement*") is entered into as of June 28, 2019, by and between Nebbia Technology Holding, LLC, a Florida limited liability company ("*Nebbia Holding*"), Nebbia Technology, LLC, a Florida limited liability company ("*Nebbia Technology*"), and New Signature US, Inc., a Maryland corporation ("*New Signature*" or "*Surviving Corporation*"). Nebbia Holding, Nebbia Technology and New Signature are collectively referred to herein as the "*Parties*" and each, individually, as a "*Party*."

WITNESSETH:

WHEREAS, Nebbia Holding is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, Nebbia Technology is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, New Signature is a corporation duly formed and existing under the laws of the State of Maryland;

WHEREAS, the Sole Member of Nebbia Holding, the Sole Member of Nebbia Technology and the Board of Directors and sole shareholder of New Signature have (i) determined that it is advisable and in the best interests of each Party for Nebbia Holding and Nebbia Technology to merge with and into New Signature (the "*Merger*"); and (ii) approved the Merger on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Nebbia Holding, Nebbia Technology and New Signature hereby agree as follows:

1. The Merger. On the terms and conditions of this Merger Agreement and in accordance with the Florida Revised Limited Liability Company Act and the Maryland Limited Liability Company Act at the Effective Time (as defined herein): (i) Nebbia Holding shall be merged with and into New Signature pursuant to Articles of Merger in substantially the form attached hereto as Exhibit A; (ii) Nebbia Technology shall be merged with and into New Signature pursuant to Articles of Merger in substantially the form attached hereto as Exhibit B; (ii) New Signature shall continue as the Surviving Corporation; and (iii) the separate limited liability company existence of Nebbia Holding and Nebbia Technology shall cease.

2. Effective Time. The Parties hereto shall cause the Merger to be effective upon the acceptance of each Certificate of Merger with the Secretary of State of the State of Florida, provided that for accounting purposes, the Merger shall be effective as of 12:01 a.m. July 1, 2019 (the "*Effective Time*").

3. Governing Documents.

a. Certificate of Incorporation. At the Effective Time, the Amended and Restated Articles of Incorporation of New Signature, as amended and currently in effect (the

"*Articles of Incorporation*"), shall continue to be the Articles of Incorporation of the Surviving Corporation, unless and until thereafter changed or amended in accordance with the provisions thereof and applicable laws.

b. Bylaws. The Bylaws of New Signature, in effect at the Effective Time, shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

c. Directors and Officers. The directors and officers of New Signature immediately prior to the Effective Time shall remain the directors and officers of New Signature upon the Effective Time and any members of any committee of the Board of Directors of New Signature shall remain the members of such respective committees for New Signature.

4. Succession. At the Effective Time, the separate existence of Nebbia Holding and Nebbia Technology shall cease and New Signature shall succeed, without other transfers, to all the rights and property of Nebbia Holding and Nebbia Technology and shall be subject to all the debts, liabilities and obligations thereof in the same manner as if New Signature had itself incurred them. All the rights of creditors and all liens upon property of each undersigned entity shall be preserved unimpaired, provided that such liens upon property of Nebbia Holding and Nebbia Technology shall be limited to the property affected thereby immediately prior to the time the Merger is effective.

5. Further Assurances. From time to time, as and when required by New Signature or by its successors and permitted assigns, there shall be executed and delivered on behalf of Nebbia Holding and Nebbia Technology 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, perfect or confirm, of record or otherwise, in New Signature the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Nebbia Holding and Nebbia Technology, and otherwise to carry out the purposes of this Merger Agreement and the directors and officers of New Signature are fully authorized in the name and on behalf of Nebbia Holding and Nebbia Technology or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Nebbia Holding and Nebbia Technology Equity. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each outstanding Nebbia Holding membership unit (the "*Nebbia Holding Unit*") and each outstanding Nebbia Technology membership interest (the "*Nebbia Technology Interest*") shall be canceled and extinguished and no equity of New Signature or other securities of New Signature shall be issued in respect thereof. The outstanding equity of New Signature shall remain outstanding and will not be affected by the Merger.

7. Nebbia Holding and Nebbia Technology Equity Certificates. On and after the Effective Time, all of the outstanding certificates, if any, which prior to that time represented any Nebbia Holding Units and Nebbia Technology Interests shall be deemed for all purposes to be surrendered, canceled and extinguished.

8. Miscellaneous.

a. Assignment; Binding Effect. This Merger Agreement and the rights and obligations of the Parties hereunder may not be assigned by either Party without the prior written consent of the other Party hereto. This Merger Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

b. Amendment; Waiver. Prior to the Effective Time, any amendment hereto shall be effective only if signed by all Parties hereto. No waiver of any provisions of this Merger Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

c. Governing Law. This Merger Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Maryland, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

d. Severability. In the event that any provision of this Merger Agreement shall be invalid or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

e. Further Assurances. In connection with this Merger Agreement and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Merger Agreement and those transactions.

f. Counterparts. This Merger Agreement may be executed by the Parties hereto in one or more counterparts (including by facsimile or PDF), each of which when so executed and delivered will be deemed an original and all of which shall constitute one and the same instrument. Signatures delivered by facsimile or other electronic transmission (such as e-mail in PDF format) shall have the same force and effect as manual signatures delivered in person.

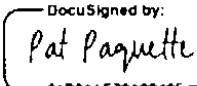
g. Termination. This Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time. If this Merger Agreement is terminated pursuant to this Section 8(g), this Merger Agreement shall become void and of no effect with no liability on the part of either Party hereto.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolutions of the Board of Directors and sole member of New Signature, the Member of Nebbia Holding and the Member of Nebbia Technology, is hereby executed on behalf of each of the Parties by their respective officers thereunto duly authorized.

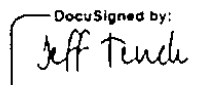
NEW SIGNATURE US, INC.

a Maryland corporation

By:  DocuSigned by:
Patrick Paquette
Name: Patrick Paquette
Title: Secretary, Treasurer and CFO

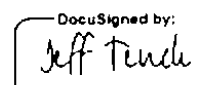
NEBBIA TECHNOLOGY HOLDING, LLC

a Florida limited liability company

By:  DocuSigned by:
Jeffrey Tench
Name: Jeffrey Tench
Title: President

NEBBIA TECHNOLOGY, LLC

a Florida limited liability company

By:  DocuSigned by:
Jeffrey Tench
Name: Jeffrey Tench
Title: President

[Signature Page to Agreement and Plan of Merger]

EXHIBIT A

Articles of Merger of Nebbia Holding

ARTICLES OF MERGER
OF
NEBBIA TECHNOLOGY HOLDING, LLC.
a Florida limited liability company
INTO
NEW SIGNATURE US, INC..
a Maryland corporation

Pursuant to the provisions of the Florida Revised Limited Liability Company Act (the "Act"), the entities herein named do hereby submit the following articles of merger.

FIRST: The name and jurisdiction of the surviving corporation is NEW SIGNATURE US, INC., a Maryland Corporation.

SECOND: The name and jurisdiction of each merging corporation is:

NEW SIGNATURE US, INC., a Maryland Corporation
NEBBIA TECHNOLOGY HOLDING, LLC, a Florida Limited Liability Company

THIRD: Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging Nebbia Technology Holding, LLC, a Florida limited liability company (the "Merging Company"), with and into New Signature US, Inc., a Maryland corporation (the "Surviving Corporation").

FOURTH: The sole member of the Merging Company entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent on June 28, 2019. The surviving corporation in the merger shall be the Surviving Corporation. Upon the merger becoming effective, the name of the Surviving Corporation shall be "New Signature US, Inc."

FIFTH: The board of directors and sole shareholder of the Surviving Corporation approved the aforesaid Plan of Merger on June 28, 2019.

SIXTH: The merger of Merging Company with and into the Surviving Corporation is permitted under the respective laws of all applicable jurisdictions and is not prohibited by any shareholders' agreement or the by-laws or articles of incorporation of any party to the merger.

SEVENTH: The merger shall become effective at 12:01 a.m. on July 1, 2019.

EIGHTH: The Surviving Corporation is a foreign corporation that does not have a certificate of authority to transact business in the State of Florida. The mailing address to which the department may send any process served pursuant to Section 605.0117 of the Act and Chapter 48 of the Florida Statutes is: 901 K Street NW, Suite 450, Washington, DC 20001.

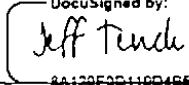
NINTH: The Merging Company agrees to pay any members with appraisal rights the amount, to which members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.

[Signature Page to Follow]

Executed on this 28th day of June, 2019.

NEW SIGNATURE US, INC.,

a Maryland corporation

By:  DocuSigned by:
SA120F3D110D466
Name: Jeff Tench
Title: President

NEBBIA TECHNOLOGY HOLDING, LLC,

a Florida limited liability company

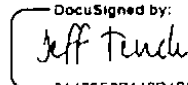
By:  DocuSigned by:
SA120F3D110D466
Name: Jeff Tench
Title: President

EXHIBIT B

Articles of Merger of Nebbia Technology

ARTICLES OF MERGER
OF
NEBBIA TECHNOLOGY, LLC,
a Florida limited liability company
INTO
NEW SIGNATURE US, INC.,
a Maryland corporation

Pursuant to the provisions of the Florida Revised Limited Liability Company Act (the "Act"), the entities herein named do hereby submit the following articles of merger.

FIRST: The name and jurisdiction of the surviving corporation is NEW SIGNATURE US, INC., a Maryland Corporation.

SECOND: The name and jurisdiction of each merging corporation is:

NEW SIGNATURE US, INC., a Maryland Corporation
NEBBIA TECHNOLOGY, LLC, a Florida Limited Liability Company

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FOURTH: The sole member of the Merging Company entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent on June 28, 2019. The surviving corporation in the merger shall be the Surviving Corporation. Upon the merger becoming effective, the name of the Surviving Corporation shall be "New Signature US, Inc."

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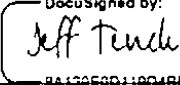
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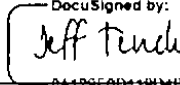
[Signature Page to Follow]

Executed on this 28th day of June, 2019.

NEW SIGNATURE US, INC.,
a Maryland corporation

By:  DocuSigned by:
Name: Jeff Tench
Title: President

NEBBIA TECHNOLOGY, LLC,
a Florida limited liability company

By:  DocuSigned by:
Name: Jeff Tench
Title: President