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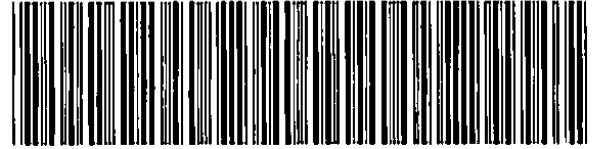
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3458 Lakeshore Drive, Tallahassee, FL 32312  
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Name:	BioDerm Merger Sub, Inc.
Document #:	
Order #:	13424779

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
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Thank you!

ARTICLES OF MERGER

OF

BIODERM MERGER SUB, INC.,  
a Florida corporation

WITH AND INTO

BIODERM, INC.,  
a Florida corporation

December 30, 2020

The following articles of merger (the "Articles of Merger") of BioDerm Merger Sub, Inc., a Florida corporation (the "Merging Corporation"), and BioDerm, Inc., a Florida corporation (the "Surviving Corporation"), have been duly adopted and submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1105 of the FBCA.

**FIRST: THE SURVIVING PARTY**

The exact name, street address of the principal office, jurisdiction, and entity type of the Surviving Corporation are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BioDerm, Inc. 12320 73 <sup>rd</sup> Court North Largo Florida, 33773	Florida	Corporation

**SECOND: THE MERGING PARTY**

The exact name, street address of the principal office, jurisdiction, and entity type of the Merging Corporation are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BioDerm Merger Sub, Inc. 1800 Larimer St., Unit 2200 Denver, Colorado 80202	Florida	Corporation

**THIRD:** The Plan of Merger is attached hereto as Exhibit A.

**FOURTH:** The Plan of Merger was approved by each Florida corporation that is a party to the merger in accordance with the applicable provisions of the FBCA.

**FIFTH:** The surviving entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are hereby being amended as attached hereto as Exhibit B.

**SIXTH:** The merger is to become effective on the date these Articles of Merger are filed with the Department of State of the State of Florida. At the effective time of the merger, the Merging Corporation shall be merged with and into the Surviving Corporation.

**SEVENTH:** The Plan of Merger was adopted and approved by the board of directors of the Surviving Corporation on December 28, 2020 and by the shareholders of the Surviving Corporation required for approval under the FBCA and the governing documents of the Surviving Corporation on December 30, 2020. The Plan of Merger was duly authorized in accordance with applicable law

**EIGHTH:** The Plan of Merger was adopted and approved by the board of directors and the shareholders of the Merging Corporation on December 30, 2020.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the duly authorized officers of the Surviving Corporation and the Merging Corporation have executed and delivered these Articles of Merger as of date first written above.

**SURVIVING CORPORATION:**

**BioDerm, Inc.,  
a Florida corporation**

A handwritten signature in black ink, appearing to read "Gaet Tyranski", written over a horizontal line.

By: \_\_\_\_\_

Name: Gaet Tyranski

Title: President & CEO

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Corporation and the Merging Corporation have executed and delivered these Articles of Merger as of date first written above.

MERGING CORPORATION:

BioDerm Merger Sub, Inc.,  
a Florida corporation

By:  \_\_\_\_\_

Name: Stew Fisher

Title: President

**Exhibit A**

**Plan of Merger**

**[See attached]**

**PLAN OF MERGER**  
**OF**  
**BIODERM MERGER SUB, INC.,**  
**a Florida corporation**  
**WITH AND INTO**  
**BIODERM, INC.,**  
**a Florida corporation**

**December 30, 2020**

The following plan of merger (the “**Plan of Merger**”) has been adopted and approved on December 29, 2020 by the parties hereto in compliance with the Florida Business Corporation Act (the “**FBCA**”).

**FIRST:** The exact name and jurisdiction of the surviving corporation (the “**Surviving Corporation**”) are as follows:

<u>Name</u>	<u>Jurisdiction</u>
BioDerm, Inc.	Florida

**SECOND:** The exact name and jurisdiction of the merging corporation (the “**Merging Corporation**”, and together with the Surviving Corporation, collectively, the “**Parties**”) are as follows:

<u>Name</u>	<u>Jurisdiction</u>
BioDerm Merger Sub, Inc.	Florida

**THIRD: THE MERGER**

1. **Merger.** The merger of the Merging Corporation with and into the Surviving Corporation (the “**Merger**”) shall become effective at such time as the Articles of Merger are filed with the Department of State of the State of Florida in accordance with Section 607.1105 of the FBCA (the “**Effective Time**”). At the Effective Time, the Merging Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue as the surviving corporation under the laws of the State of Florida. From and after the Effective Time, the Merger shall have the effects set forth in Section 607.1106 of the FBCA. Without limiting the generality of the foregoing, at the Effective Time, the title to all real estate and other property, or any interest therein, owned by the Surviving Corporation and the Merging Corporation shall vest in



the Surviving Corporation without reversion or impairment, and the Surviving Corporation shall thenceforth be responsible for all the liabilities and obligations of the Surviving Corporation and the Merging Corporation.

2. Articles of Incorporation. At the Effective Time and without any further action on the part of the Surviving Corporation or the Merging Corporation, the articles of incorporation of the Merging Corporation, as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation as of the Effective Time.

3. By-laws. At the Effective Time and without any further action on the part of the Surviving Corporation or the Merging Corporation, the by-laws of the Merging Corporation, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation as of the Effective Time.

4. Directors. At the Effective Time, the Parties shall take all requisite action to cause the directors of the Merging Corporation immediately prior to the Effective Time to be the directors of the Surviving Corporation, and each of such directors shall hold office, subject to the applicable provisions of the articles of incorporation and by-laws of the Surviving Corporation, until such director's successor is duly elected or appointed and qualified or until the earlier of their death, resignation, incapacity or removal.

5. Officers. At the Effective Time, the Parties shall take all requisite action to cause the officers of the Surviving Corporation immediately prior to the Effective Time to be the officers of the Surviving Corporation, and each of such officers shall hold office subject to the applicable provisions of the articles of incorporation and by-laws of the Surviving Corporation until such officer's successor is duly elected or appointed and qualified or until the earlier of their death, resignation, incapacity or removal.

6. Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of the Surviving Corporation or the Merging Corporation and in accordance with the terms and conditions of that certain Agreement and Plan of Merger, dated December 30, 2020, by and among the Surviving Corporation, the Merging Corporation and certain other parties signatory thereto (the "**Merger Agreement**").

(i) each share of common stock, par value \$0.0001 per share, of the Surviving Corporation (each, a "**Common Share**") held by any wholly-owned subsidiary of the Surviving Corporation or in the treasury of the Surviving Corporation or held by the Merging Corporation or its sole shareholder immediately prior to the Effective Time, shall cease to be outstanding and be canceled without payment of any consideration with respect thereto.

(ii) each Common Share issued and outstanding immediately prior to the Effective Time (other than the Common Shares cancelled pursuant to paragraph 6(i) above, Dissenting Shares or the Rollover Contribution Stock, each as defined in the Merger Agreement) and all rights in respect thereof shall forthwith cease to exist and be converted into and represent the right to receive in cash, without interest, at such time as

is specified in the Merger Agreement, the Closing Merger Consideration and a portion of any Adjustment Escrow Funds, PPP Loan Escrow Funds, License Remediation Escrow Funds or the Representative Expense Fund Amounts, each as defined in the Merger Agreement, that are released to the holders of shares of Common Stock, and a portion of the Earnout Payments (as defined in the Merger Agreement) (if any).

(iii) each share of Series A Preferred Stock, par value \$0.0001 per share, of the Surviving Corporation (each, a "**Series A Preferred Share**") held by any wholly-owned subsidiary of the Surviving Corporation or in the treasury of the Surviving Corporation or held by the Merging Corporation or its sole shareholder immediately prior to the Effective Time, shall cease to be outstanding and be canceled without payment of any consideration with respect thereto.

(iv) each Series A Preferred Share issued and outstanding immediately prior to the Effective Time (other than the Series A Preferred Shares cancelled pursuant to paragraph 6(iii) above, Dissenting Shares or the Rollover Contribution Stock) and all rights in respect thereof shall forthwith cease to exist and be converted into and represent the right to receive in cash, without interest, at such time as is specified in the Merger Agreement, the Closing Merger Consideration and a portion of Adjustment Escrow Funds, PPP Loan Escrow Funds, License Remediation Escrow Funds or the Representative Expense Fund Amounts, that are released to the holders of shares of Series A Preferred Stock, and a portion of the Earnout Payments (if any).

(v) each share of Series B Preferred Stock, par value \$0.0001 per share, of the Surviving Corporation (each, a "**Series B Preferred Share**") held by any wholly-owned subsidiary of the Surviving Corporation or in the treasury of the Surviving Corporation or held by the Merging Corporation or its sole shareholder immediately prior to the Effective Time, shall cease to be outstanding and be canceled without payment of any consideration with respect thereto.

(vi) each Series B Preferred Share issued and outstanding immediately prior to the Effective Time (other than the Series B Preferred Shares cancelled pursuant to paragraph 6(v) above, Dissenting Shares or the Rollover Contribution Stock) and all rights in respect thereof shall forthwith cease to exist and be converted into and represent the right to receive in cash, without interest, at such time as is specified in the Merger Agreement, the Closing Merger Consideration and a portion of Adjustment Escrow Funds, PPP Loan Escrow Funds, License Remediation Escrow Funds or the Representative Expense Fund Amounts, that are released to the holders of shares of Series B Preferred Stock, and a portion of the Earnout Payments (if any)

(vii) each share of Rollover Contribution Stock (as defined in the Merger Agreement) issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall be cancelled without payment of any cash consideration therefore and shall cease to exist and shall be exchanged into the right to receive the Rollover Portion of the Rollover Amount, each as defined in the Merger Agreement, in

accordance with the terms of the Rollover and Contribution Agreement (as defined in the Merger Agreement).

(viii) Each Dissenting Share issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall be cancelled without payment of any consideration therefor and shall cease to exist, subject to the right of the record holder of any Dissenting Share to receive the payment for such Dissenting Share in accordance with the terms of the Merger Agreement.

(ix) each share of common stock, par value \$0.001 per share, of the Merging Corporation ("**Merging Corporation Common Stock**") issued and outstanding immediately prior to the Effective Time, shall be converted into one fully paid and nonassessable share of common stock, par value \$0.001 per share, of the Surviving Corporation.

(x) the shares of the Merging Corporation Common Stock shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and the holder or holders of such shares shall cease to have any rights with respect thereto, except the right to receive shares of common stock in the Surviving Corporation to be issued in consideration therefor as provided herein, without interest.

#### **FOURTH: GOVERNING LAW**

The Plan of Merger shall be construed in accordance with Florida law.

**Exhibit B**

**Amended and Restated Articles of Incorporation**

**[See attached]**

**THIRD AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BIODERM, INC.**

**ARTICLE I  
NAME**

The name of the corporation is BioDerm, Inc. (the “Corporation”).

**ARTICLE II  
PRINCIPAL PLACE OF BUSINESS**

The address of the principal place of business of the Corporation is 12320 73<sup>rd</sup> Cou North, Largo, FL 33773.

**ARTICLE III  
REGISTERED OFFICE AND AGENT**

The address of the registered office of the Corporation in the State of Florida is C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324, and the name of the registered agent for service of process at such address is The Corporation Trust Company.

**ARTICLE IV  
PURPOSE AND POWERS**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act (the “Act”). The Corporation shall have all power necessary or convenient to the conduct, promotion or attainment of such acts and activities.

**ARTICLE V  
CAPITAL STOCK**

The total number of shares of stock that the Corporation shall have authority to issue is one hundred (100) shares, all of which shall be common stock having a par value of \$0.001 per share.

**ARTICLE VI  
BOARD OF DIRECTORS**

The business and affairs of the Corporation shall be managed by or under the direction of a board of directors. The directors of the Corporation shall serve until the annual meeting of the

stockholders of the Corporation or until their successor is elected and qualified. The number of directors of the Corporation shall be such number as from time to time shall be fixed by, or in the manner provided in, the bylaws of the Corporation. Unless and except to the extent that the bylaws of the Corporation shall otherwise require, the election of the directors of the Corporation need not be by written ballot. Except as otherwise provided in these Articles of Incorporation, each director of the Corporation shall be entitled to one vote per director on all matters voted or acted upon by the board of directors.

## **ARTICLE VII LIMITATION OF LIABILITY; INDEMNIFICATION**

No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 607.0831 of the Act, or (d) for any transaction from which the director derived an improper personal benefit. The Corporation shall indemnify its directors and officers to the fullest extent permitted by law. The Corporation, by approval of its board of directors, may in its discretion, indemnify the Corporation's employees and agents. Any repeal or modification of this Article VII shall be prospective only and shall not adversely affect any right or protection of, or any limitation of the liability of, a director of the Corporation existing at, or arising out of facts or incidents occurring prior to, the effective date of such repeal or modification.

## **ARTICLE VIII BYLAWS**

In furtherance and not in limitation of the powers conferred by the Act, the board of directors of the Corporation is expressly authorized and empowered to adopt, amend and repeal the bylaws of the Corporation.

## **ARTICLE IX RESERVATION OF RIGHT TO AMEND ARTICLES OF INCORPORATION**

The Corporation reserves the right at any time, and from time to time, to amend, alter, change, or repeal any provision contained in these Articles of Incorporation, and other provisions authorized by the laws of the State of Florida in force at the time may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences, and privileges of any nature conferred upon stockholders, directors, or any other persons by and pursuant to these Articles of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article IX.

[Signature Page Follows]

**IN WITNESS WHEREOF**, these Third Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of this Corporation on this 30th day of December, 2020

**BIODERM, INC., a Florida corporation**

By: /s/ Gaet Tyranski  
Name: Gaet Tyranski  
Title: President and CEO

**IN WITNESS WHEREOF**, the undersigned, having been named as registered agent to accept service of process for the Corporation at the place designated in these Third Amended and Restated Articles of Incorporation, acknowledges it is familiar with and accepts the appointment as registered agent and agrees to act in this capacity.

/s/ C T Corporation System

Registered Agent