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(Requestor's Name)

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PICK-UP     WAIT     MAIL

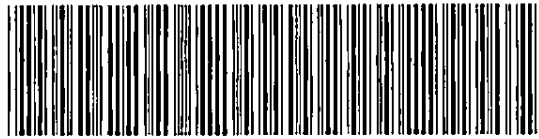
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NOV 27 2019

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195  
REFERENCE : 063401 4338768  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$-70.00

ORDER DATE : November 26, 2019  
ORDER TIME : 12:52 PM  
ORDER NO. : 063401-010  
CUSTOMER NO: 4338768

ARTICLES OF MERGER

\*\*\*\*\*EFFECTIVE 11/26/2019 @12:05 PM\*\*\*\*\*

VOLOGY MERGER SUB, INC.

INTO

VOLOGY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: \_\_\_\_\_

2019 NOV 26 AM 9:52

**ARTICLES OF MERGER**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to s. 607.1105, Florida Statutes.

**FIRST:** The name, jurisdiction, and form/entity type of the **surviving** corporation are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vology, Inc.	Florida	Corporation

**SECOND:** The name, jurisdiction, and form/entity type of the **merging** corporation are:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Vology Merger Sub, Inc.	Florida	Corporation

**THIRD:** The plan of merger is attached hereto as Exhibit A.

**FOURTH:** The merger shall become effective on November 26, 2019, the date the Articles of Merger are filed with the Florida Department of State, as of 12:05 p.m. Eastern Standard Time.

**FIFTH:** The plan of merger was adopted by the board of directors and the requisite shareholders of the surviving corporation on November 22, 2019.

**SIXTH:** The plan of merger was adopted by the board of directors of the merging corporation on November 22, 2019 and shareholder approval was not required.

*Signature Page to Follow*

**SEVENTH:** Signatures for each party:

**VOLOGY MERGER SUB, INC.**

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

Name: Steve Torres \_\_\_\_\_

Title COO \_\_\_\_\_

**VOLOGY, INC.**

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

Name: Steve Torres \_\_\_\_\_

Title COO \_\_\_\_\_

**Exhibit A**  
**Plan of Merger**

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (the "**Agreement**") is made as of November 26, 2019 (the "**Effective Date**"), by and between Vology, Inc., a Florida corporation ("**OpCo**"), Vology Merger Sub, Inc., a Florida corporation (the "**Merger Sub**"), Vology Holdings, LLC, a Delaware limited liability company ("**Holdings**"), and Vulcan Aggregator, LLC ("**Aggregator**"), a Delaware limited liability company.

### RECITALS

**WHEREAS**, OpCo is a corporation duly organized and existing under the laws of the State of Florida:

**WHEREAS**, Aggregator is a limited liability company duly organized and existing under the laws of the State of Delaware:

**WHEREAS**, Holdings is a limited liability company duly organized and existing under the laws of the State of Delaware and a subsidiary of Aggregator:

**WHEREAS**, Merger Sub is a corporation duly organized and existing under the laws of the State of Florida and a wholly-owned subsidiary of Holdings:

**WHEREAS**, the parties intend to effect a merger of Merger Sub with and into OpCo (the "**Merger**") in accordance with this Agreement, the Florida Business Corporation Act (the "**FBCA**");

**WHEREAS**, upon consummation of the Merger, Merger Sub will cease to exist and OpCo will continue as the surviving entity and as a wholly-owned subsidiary of Holdings; and

**WHEREAS**, the parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger, and also to prescribe various conditions to the Merger, as set forth in, and subject to the provisions of, this Agreement.

### AGREEMENT

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, intending to be legally bound, the parties agree as follows:

1. **Recitals.** The recitals to this Agreement, which the parties acknowledge are true and correct, are incorporated into this Agreement by this reference.
2. **Effective Time of Merger.** Subject to the terms and conditions of this Agreement, the parties shall file Articles of Merger (the "**Articles**") with the Florida Department of State Division of Corporations (the "**Florida Secretary**") in such form as required by the relevant provisions of the FBCA. The Merger shall become effective upon the acceptance for filing of the Articles by the Florida Secretary or at such later time as agreed to by the parties and specified in the Articles (the "**Effective Time**").

**3. Effect of the Merger.**

3.1. At the Effective Time, the effect of the Merger will be as provided in the applicable provisions of the FBCA, this Agreement and the Articles. Without limiting the generality of the foregoing, and subject to such applicable provisions, at the Effective Time:

- 3.1.1. the separate existence of Merger Sub will cease;
- 3.1.2. Merger Sub will be merged with and into OpCo;
- 3.1.3. OpCo will continue as the surviving entity;
- 3.1.4. all of the property, rights, privileges, immunities, powers, franchises, licenses, authority, and powers of Merger Sub will vest in OpCo;
- 3.1.5. OpCo shall receive an aggregate amount of cash equal to \$25,000.00 for distribution to holders of existing shares of common stock and/or outstanding options to purchase common stock of OpCo, which shares and options shall then be cancelled and cease to exist;
- 3.1.6. each existing share of any class of Series A-1 Convertible Participating Preferred Stock of OpCo (the "**Series A-1 Stock**") will be exchanged for one (1) Class A Unit of Aggregator and such Series A-1 Stock of OpCo shall then be cancelled and cease to exist; and
- 3.1.7. each existing share of any class of Series B Redeemable Preferred Stock of OpCo (the "**Series B Stock**") will be exchanged for one (1) Class B Unit of Aggregator and such Series B Stock of OpCo shall then be cancelled and cease to exist.

3.2. The parties intend that the transactions set forth in this Agreement be treated as a "reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended ("**Code**"), and as required thereunder, this Agreement be treated as a "plan of reorganization" within the meaning of Section 368 of the Code and the regulations promulgated thereunder.

4. **Organizational Documents.** At the Effective Time, the organizational documents of Merger Sub will terminate and the organizational documents of OpCo shall continue in full force and effect, as may be amended in the future from time to time.

5. **Directors and Officers.** The directors and officers of OpCo at the Effective Time shall continue to be the directors and officers of OpCo after the Effective Time until their resignation or removal as provided in the organizational documents of OpCo, as may be amended in the future from time to time.

6. **Representations and Warranties.** Each party represents and warrants that:

- 6.1. its board of directors, managers, or other governing body has authorized, approved, and adopted this Agreement;

- 6.2. it has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein;
- 6.3. it has duly and validly executed and delivered this Agreement; and
- 6.4. this Agreement constitute a legal, valid, and binding obligation of such party, enforceable against it in accordance with its respective terms subject to bankruptcy, reorganization, insolvency and other similar laws affecting the enforcement of creditors' rights in general and to general principles of equity (regardless of whether considered in a proceeding in equity or an action at law).
7. **Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective permitted assigns and successors in interest.
8. **Counterparts.** This Agreement may be executed in any number of counterparts, including counterparts signed electronically, received as a signed confirmed fax, or via email, and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
9. **Governing Law, Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles. Each party hereto irrevocably consents to the non-exclusive jurisdiction of the federal or state courts located in and for New Castle County, Delaware with respect to any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, and each party hereto hereby unconditionally and irrevocably waives, to the fullest extent permitted by law, any objection which such party may now or hereafter have to the laying of venue in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
10. **Modifications and Waivers.** No change, modification, or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by the parties intended to be bound. No waiver of any breach, term, or condition of this Agreement by either party shall constitute a subsequent waiver of the same or any other breach, term or condition or a continuing waiver after demand for strict compliance.
11. **Further Assurances.** The parties agree to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be reasonably requested by the other party to more fully effectuate this Agreement.
12. **Costs.** Each party shall be responsible for all of their respective costs and expenses in connection with the transactions contemplated in this Agreement.
13. **Entire Agreement.** This Agreement, including the recitals and any schedules, exhibits, or appendixes thereto which are hereby incorporated herein, constitute the entire agreement between the parties relating to the subject matter hereof and all previous agreements or



arrangements between the parties, written or oral, relating to the subject matter hereof are superseded.

14. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, then the remaining provisions of this Agreement will remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**MERGER SUB:**

**VOLOGY MERGER SUB, INC.**

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

Name: Steve Torres

Title COO

**OPCO:**

**VOLOGY, INC.**

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

Name: Steve Torres

Title COO

**HOLDINGS:**

**VOLOGY HOLDINGS, LLC**

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

Name: Steve Torres

Title COO

**AGGREGATOR:**

**VULCAN AGGREGATOR, LLC**

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

Name: Steve Torres

Title: COO