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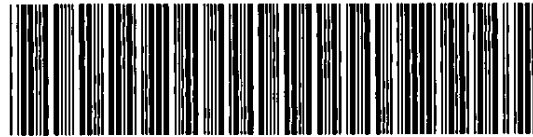
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DIVISION OF CORPORATIONS

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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 680494 7386088

AUTHORIZATION :

COST LIMIT : \$ 70.00

[Handwritten signature]

ORDER DATE : August 8, 2008

ORDER TIME : 10:02 AM

ORDER NO. : 680494-010

CUSTOMER NO: 7386088

ARTICLES OF MERGER

NANOBLOX, INC.

INTO

NANOBLOX, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
08 AUG 11 PM 4:40

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the corporations herein named do hereby adopt the following Articles of Merger.

1. The following annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Nanoblox, Inc., a Florida corporation ("Nanoblox Florida") with and into Nanoblox, Inc., a Nevada corporation ("Nanoblox Nevada") as approved and adopted by written consent of the shareholders of Nanoblox Florida entitled to vote thereon given on July 30, 2008, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act, and as approved and adopted by written consent of Nanoblox Florida as the sole stockholder of Nanoblox Nevada on August 7, 2008 in accordance with the provisions of the Nevada Revised Statutes.

2. Nanoblox Nevada will continue its existence as the surviving corporation.

Executed on August 7, 2008.

NANOBLOX, INC.,
a Florida corporation

By: 

Art Pollack, President

NANOBLOX, INC.,
A Nevada corporation

By: 

Art Pollack, President

AGREEMENT AND PLAN OF MERGER

**by and between
NANOBLOX, INC.,
a Florida corporation
and
NANOBLOX, INC.,
a Nevada corporation**

AGREEMENT AND PLAN OF MERGER, dated as of August 7, 2008, between Nanoblox, Inc., a Florida corporation ("Nanoblox Florida"), and Nanoblox, Inc., a Nevada corporation ("Nanoblox Nevada"), such corporations being sometimes referred to herein together as the "Corporations."

WITNESSETH:

WHEREAS, Nanoblox Florida was incorporated under the laws of the State of Florida on April 18, 2003 under the name Altai Americas Nanodiamond Technologies, Inc., and the authorized capital stock of Nanoblox Florida consists of 250,000,000 shares of common stock, par value \$0.001 per share ("Nanoblox Florida Common Stock"), of which 52,525,086 shares were issued and outstanding on the date hereof;

WHEREAS, Nanoblox Nevada was incorporated under the laws of the State of Nevada on June 9, 2008, and the authorized capital stock of Nanoblox Nevada consists of 250,000,000 shares of common stock, par value \$0.001 per share ("Nanoblox Nevada Common Stock") and 10,000,000 shares of preferred stock, par value \$0.001 per share ("Nanoblox Nevada Preferred Stock" (the Nanoblox Nevada Common Stock together with the Nanoblox Nevada Preferred Stock are collectively referred to herein as the "Nanoblox Nevada Capital Stock");

WHEREAS, there are currently outstanding one hundred (100) shares of Nanoblox Nevada Common Stock, all of which are owned by Nanoblox Florida, constituting all of the issued and outstanding capital stock of Nanoblox Nevada;

WHEREAS, the respective Boards of Directors of the Corporations have determined that it is in the best interests of each of the corporations and their respective shareholders that Nanoblox Florida merge with and into Nanoblox Nevada (the "Merger"), pursuant to the provisions of the Nevada Revised Statutes (the "NRS") and the Florida Business Corporations Act (the "FBCA"), with Nanoblox Nevada to be the surviving corporation of the Merger and to continue existence under the NRS;

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors of the Corporations, by resolutions duly adopted, have approved this Agreement, and have directed that it be submitted to the respective shareholders of the Corporations for approval and adoption;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements set forth herein, the Corporations hereby agree as follows:

ARTICLE ONE MERGER

1.1. On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the NRS and the FBCA, Nanoblox Florida shall be merged with and into Nanoblox Nevada, which shall be the surviving corporation (the "Surviving Corporation") of the Merger. The name of the Surviving Corporation is, and on and after the Effective Date shall continue to be, "Nanoblox, Inc."

1.2. On the Effective Date, the separate existence of Nanoblox Florida shall cease, Nanoblox Florida and Nanoblox Nevada shall be a single corporation; and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, and all debts due to either of the Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to or due to each of the Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Corporations, and title to any real estate or interest therein, vested by deed or otherwise in either of the Corporations, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Corporations shall be preserved unimpaired; and all debts, liabilities and duties of each of the Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger had not take place, or the Surviving Corporation may be substituted in such action or proceeding in place of either of the Corporations.

1.3. From time to time after the Effective Date, the last acting officers of Nanoblox Florida or the corresponding officers of the Surviving Corporation may, in the name of Nanoblox Florida, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to carry out the intent and purposes of this Agreement.

1.4. All corporate acts, plans (including, without limitation, stock option plans), policies, approvals and authorizations of Nanoblox Florida, its shareholders, Board of Directors, committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the surviving corporation as they were with respect to Nanoblox Florida. The employees of Nanoblox Florida shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of Nanoblox Florida.

1.5. On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of Nanoblox Nevada, as in effect on the date hereof, shall continue to be the Articles of Incorporation and By-Laws of the Surviving Corporation, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of Nanoblox Florida immediately prior to the Effective Date shall be the Directors and officers, respectively, of the

Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6. If this Agreement is approved and adopted by the shareholders of Nanoblox Florida and the sole stockholder of Nanoblox Nevada and this Agreement is not abandoned or terminated as permitted by Article Five, Articles of Merger shall be signed, verified and filed with the Secretary of State of Nevada and a Certificate of Merger shall be signed, verified and filed in accordance with the FBCA. The Merger shall become effective on the date on which the last of such filings is made, which date is referred to herein as the "Effective Date."

ARTICLE TWO COVENANT OF THE SURVIVING CORPORATION TO COMPLY WITH CERTAIN PROVISIONS OF NEVADA LAW

Pursuant to the requirements of the NRS, the Surviving Corporation agrees that (i) on the Effective Date it shall be deemed to have appointed the Secretary of State of Nevada as its agent for service or process in a proceeding to enforce any obligation which accrued before the Effective Date of the Merger or the rights of dissenting shareholders of Nanoblox Florida, and (ii) it will promptly pay to any dissenting shareholders of Nanoblox Florida the amount, if any, to which they shall be entitled as a result of the Merger under the provisions of the FBCA with respect to the rights of dissenting shareholders.

ARTICLE THREE CONVERSION OF SHARES

The manner and basis of converting the shares of Nanoblox Florida and Nanoblox Nevada shall be as follows:

3.1. On the Effective Date, the Nanoblox Nevada Common Stock owned by Nanoblox Florida immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect thereof shall cease; and the stated capital of Nanoblox Nevada shall be reduced by the \$0.001 of capital applicable to such shares. Nanoblox Florida shall surrender the certificate for such shares to the Secretary of Nanoblox Nevada for cancellation.

3.2. On the Effective Date, each share of Nanoblox Florida Common Stock issued and outstanding on the Effective Date shall thereupon be converted into and exchanged for one share of Nanoblox Nevada Common Stock. Such conversion shall be effected without the surrender of stock certificates or any other action, and each certificate evidencing issued and outstanding shares of Nanoblox Florida Common Stock on the Effective Date shall thereupon become, and be deemed for all purposes to evidence the ownership of, the same number of issued and outstanding, fully paid, non-assessable shares of Nanoblox Nevada Common Stock.

3.3. On and after the Effective Date, each holder of a certificate evidencing issued and outstanding shares of Nanoblox Florida Stock may, but shall not be required to, surrender such certificate to Nanoblox Nevada, and upon such surrender, such holder shall be entitled to receive a certificate evidencing the same number of shares of Nanoblox Nevada Common Stock as the number of shares of Nanoblox Florida Common Stock formerly evidenced by the certificate surrendered. Until so surrendered, each certificate which evidenced shares of Nanoblox Florida Common Stock on the Effective Date shall be deemed for all purposes to evidence the ownership of the shares of Nanoblox

Nevada Common Stock into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of Nanoblox Florida Common Stock in connection with the issuance of certificates evidencing shares of Nanoblox Nevada Stock, except that, if any such certificate is to be issued in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer, and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of the Nanoblox Nevada Common Stock certificate in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of Nanoblox Nevada that such tax has been paid or is not applicable. Nanoblox Nevada shall have the right to rely upon the stock records of Nanoblox Florida as to the ownership of shares of Nanoblox Florida Common Stock on the Effective Date.

3.4. Nanoblox Florida shall not record on its books any transfer of certificates representing issued and outstanding shares of Nanoblox Florida Common Stock on or after the Effective Date.

3.5. On the Effective Date, each option, warrant or right to purchase shares of Nanoblox Florida Common Stock granted by Nanoblox Florida and outstanding on the Effective Date shall, by virtue of the Merger and without any action by any party, be converted into an option, warrant or right, as the case may be, to purchase, upon the same terms and conditions, the same number of shares of Nanoblox Nevada Common Stock.

3.6. As of the Effective Date, the Surviving Corporation shall reserve out of its authorized and unissued Nanoblox Nevada Common Stock a sufficient number of shares thereof for issuance upon exercise or conversion of the options, warrants and rights referred to in Section 3.5.

ARTICLE FOUR CONDITIONS

The consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions:

4.1. At least a majority of the outstanding shares of Nanoblox Florida Common Stock entitled to vote shall have been voted in favor of this Agreement, and the transactions contemplated hereby, and Nanoblox Florida as the sole stockholder of Nanoblox Nevada, shall have approved this Agreement and the transactions contemplated hereby.

4.2. The Board of Directors of Nanoblox Florida shall not have determined that, in light of the potential liability of the Surviving Corporation, which might result from the exercise of dissenters' rights by shareholders of Nanoblox Florida, the Merger would be impracticable, undesirable or not in the best interests of the shareholders of Nanoblox Florida.

4.3. No governmental authority or other third party shall have instituted or threatened any action or proceeding against Nanoblox Florida or Nanoblox Nevada to enjoin, hinder or delay, or to obtain damages or other relief in connection with, the transactions contemplated by this Agreement; and no action shall have been taken by any court or governmental authority rendering Nanoblox Florida or Nanoblox Nevada unable to consummate the transactions contemplated by this Agreement.

ARTICLE FIVE TERMINATION

This Agreement may be terminated and the Merger abandoned by Nanoblox Florida or Nanoblox Nevada by appropriate resolution of its respective Board of Directors and for any reason whatsoever, at any time prior to the Effective Date, whether before or after approval and adoption of this Agreement by the shareholders of Nanoblox Florida or by Nanoblox Florida as sole stockholder of Nanoblox Nevada. In the event that this Agreement is terminated, it shall become void and shall have no effect, and no liability shall be imposed upon either of the Corporations or the directors, officers or shareholders thereof.

ARTICLE SIX AMENDMENT AND WAIVER

Prior to the Effective Date, whether before or after approval of this Agreement by the shareholders of Nanoblox Florida or by Nanoblox Florida as sole stockholder of Nanoblox Nevada this Agreement may be amended or modified in any manner (except that the provisions of Sections 3.2 and 3.5 may not be amended without the approval of the shareholders of Nanoblox Florida), as may be determined in the judgment of the respective Boards of Directors of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purposes and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation.

NANOBLOX, INC.,
A Florida corporation

By: 

Art Pollack, President

NANOBLOX, INC.,
A Nevada corporation

By: 

Art Pollack, President