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2017 MAR 22 P 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MAR 24 '2016
T. LEMIEUX

Murphy

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Voike, Inc. (a Delaware corporation)

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jaime Jaramillo

Contact Person

Voike, Inc.

Firm/Company

2935 SW 30th Court

Address

Coconut Grove, FL 33133

City/State and Zip Code

jj@voike.net

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

For further information concerning this matter, please call:

Thomas W. Bark

646 574-5577
At ()

Name of Contact Person

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

FILED

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, 1981, pursuant to section 607.1105, Florida Statutes.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Voice, Inc.	Delaware	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Voice, Inc.	Florida	P06000110231

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
January 23, 2017 and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 21, 2017 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
_____ and shareholder approval was not required.

(Attach additional sheets if necessary)

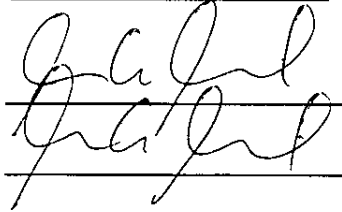
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

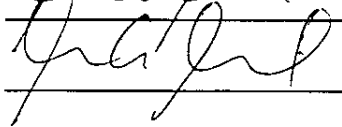
Voike, Inc., a Florida corp.



President

Jaime Jaramillo

Voike, Inc., a Delaware corp.



President

Jaime Jaramillo

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of January 23, 2017, made and entered into by and between Voike, Inc., a Florida corporation ("Voike-FL"), and Voike Merger Sub., Inc., a Delaware corporation ("Voike-DE").

WITNESSETH:

WHEREAS, Voike-FL is a corporation organized and existing under the laws of the State of Florida, having been incorporated on August 24, 2006 under the laws of the State of Florida under the Florida Business Corporation Act (the "FBCA"); and

WHEREAS, Voike-DE is a wholly-owned subsidiary corporation of Voike-FL, having been incorporated under the laws of the State of Delaware under the Delaware General Corporation Law (the "DGCL") on November 1, 2016; and

WHEREAS, the respective Boards of Directors of Voike-FL and Voike-DE have determined that, for the purpose of effecting the reincorporation of Voike-FL in the State of Delaware, it is desirable to merge Voike-FL with and into Voike-DE and that Voike-DE shall be the surviving corporation (the "Merger") in compliance with Section 607.1104 of the FBCA and Section 253 of the DGCL and the terms and conditions of this Agreement; and

WHEREAS, the parties intend by this Agreement to effect a reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Voike-FL and Voike-DE hereto agree as follows:

ARTICLE I MERGER

1.1 On the effective date of the Merger (the "Effective Date"), as provided herein, Voike-FL shall be merged with and into Voike-DE, the separate existence of Voike-FL shall cease and Voike-DE (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of "Voike, Inc." by virtue of, and shall be governed by, the laws of the State of Delaware. The name and address of the registered office of the Surviving Corporation in the State of Delaware will be Harvard Business Services, Inc., located at 16192 Coastal Highway, City of Lewes 19958, County of Sussex; in the State of Delaware.

ARTICLE II
CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

2.1 The name of the Surviving Corporation shall be "Voike, Inc." The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of Voike-DE (the "Voike-DE Charter") without change, unless and until amended in accordance with the DGCL.

ARTICLE III
BYLAWS OF THE SURVIVING CORPORATION

3.1 The Bylaws of the Surviving Corporation, as in effect on the date hereof, shall be the Bylaws of Voike-DE (the "Voike-DE Bylaws") without change, unless and until amended in accordance with the DGCL.

ARTICLE IV
EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

4.1 On the Effective Date, (i) each outstanding share of Class A Common Stock of Voike-FL, par value \$0.001 per share (the "Voike-FL Class A Common Stock") shall be converted into one-tenth of a share of Class A common stock, par value \$0.001 per share, of Voike-DE (the "Voike-DE Class A Common Stock"), (ii) each outstanding share of Class B Common Stock of Voike-FL, par value \$0.001 per share (the "Voike-FL Class B Common Stock" and, together with the Voike-FL Class A Common Stock, the "Voike-FL Common Stock") shall be converted into one-tenth of a share of Voike-DE Class B Common Stock, and (iii) each outstanding share of Voike-DE Class B Common Stock held by Voike-FL shall be retired and canceled. In addition, on the Effective Date, each outstanding share of Voike-FL Series A Preferred Stock, par value \$0.001 per share ("Voike-FL Series A Preferred Stock"), shall be converted into one-tenth of a share of Voike-DE Series A Preferred Stock, par value \$0.001 per share (the "Voike-DE Series A Preferred Stock").

4.2 All options and rights to acquire Voike-FL Class B Common Stock or Voike-FL Common Stock, and all outstanding warrants or rights outstanding on the Effective Date to purchase Voike-FL Class B Common Stock or Voike-FL Common Stock, will automatically be converted into equivalent options, warrants and rights to purchase one-tenth of the number of shares of Voike-DE Class B Common Stock with the same exercise, conversion or strike price of such converted options, warrants and rights in the aggregate.

4.3 After the Effective Date, (i) certificates representing shares of Voike-FL Class A Common Stock will represent shares of Voike-DE Class A Common Stock, as adjusted in the manner set forth above, (ii) certificates representing shares of Voike-FL Class B Common Stock will represent shares of Voike-DE Class B Common Stock, as adjusted in the manner set forth above, and (iii) certificates representing shares of Voike-FL Series A Preferred Stock will represent shares of Voike-DE Series A Preferred, as adjusted in the manner set forth above,

and upon surrender of the same to the transfer agent for Voike-FL, who also shall serve as the transfer agent for Voike-DE, the holder thereof shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Voike-DE Class A Common Stock, Voike-DE Class B Common Stock or Voike-DE Series A Preferred Stock into which such shares of Voike-FL Class A Common Stock, Voike-FL Class B Common Stock or Voike-FL Series A Preferred shall have been converted pursuant to Article 4.1. Nothing in this Article IV shall require the Corporation to issue or re-issue certificates representing Voike-DE Common Stock or Voike-DE Series A Preferred Stock.

ARTICLE V

CORPORATE EXISTENCE, POWERS AND LIABILITIES OF THE SURVIVING CORPORATION

5.1 On the Effective Date, the separate existence of Voike-FL shall cease. Voike-FL shall be merged with and into Voike-DE, the Surviving Corporation, in accordance with the provisions of this Agreement, the FBCA and the DGCL. Thereafter, Voike-DE shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; all singular rights, privileges, powers and franchises of Voike-FL and Voike-DE, and all property, real, personal and mixed and all debts due to each of them on whatever account, shall be vested in Voike-DE; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of Voike-DE, the Surviving Corporation, as they were of the respective constituent entities, and all debts, liabilities and duties of Voike-FL shall thenceforth attach to Voike-DE, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

5.2 Voike-FL agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest of Voike-FL and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI

OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

6.1 Upon the Effective Date, the officers and directors of Voike-FL shall become the officers and directors of Voike-DE, and such persons shall hold office in accordance with the Voike-DE Bylaws until their respective successors shall have been appointed or elected.

6.2 If upon the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation; such vacancy shall be filled in the manner provided by the Voike-DE Bylaws.

**ARTICLE VII
DISSENTING SHARES**

7.1 Holders of shares of Voike-FL Class A Common Stock, Voike-FL Class B Common Stock or Voike-FL Series A Preferred Stock shall not be entitled to rights of appraisal under the FBCA or the DGCL in connection with the Merger.

**ARTICLE VIII
APPROVAL BY SHAREHOLDERS, EFFECTIVE DATE, CONDUCT OF BUSINESS PRIOR TO EFFECTIVE
DATE**

8.1 Promptly after the approval of this Agreement by the requisite number of shareholders of Voike-FL, the respective Boards of Directors of Voike-FL and Voike-DE will cause their duly authorized officers to make and execute Articles or Certificates of Merger or other applicable certificates or documentation effecting this Agreement and shall cause the same to be filed with the Secretaries of State of Florida and Delaware, respectively, in accordance with the FBCA and the DGCL. The Effective Date shall be the later date on which Articles or Certificates of Merger are filed with the Secretary of State of Florida and the Secretary of State of Delaware.

8.2 The Boards of Directors of Voike-FL and Voike-DE may amend this Agreement and the Voike-DE Charter or Voike-DE Bylaws at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger by the shareholders of Voike-FL may not (i) change the amount or kind of shares to be received in exchange for or on conversion of the shares of the Voike-FL Series A Common Stock, Voike-FL Series B Common Stock or Voike-FL Series A Preferred Stock or (ii) alter or change any of the terms and conditions of this Agreement or the Voike-DE Charter or Voike-DE Bylaws if such change would give rise to rights of appraisal under the FBCA.

**ARTICLE IX
TERMINATION OF MERGER**

9.1 This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after shareholder approval of this Agreement, by the consent of the Board of Directors of Voike-FL and Voike-DE.

**ARTICLE X
MISCELLANEOUS**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its principles of conflicts of law.

10.2 If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any

reason the Merger shall not become effective, Voike-FL shall pay all expenses incurred in connection with all the proceedings taken in respect of this Merger Agreement or relating thereto.

10.3 An executed copy of this Merger Agreement will be on file at the principal place of business of the Surviving Corporation and, upon request and without cost, a copy thereof will be furnished to any shareholder.

10.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.


[Signature page immediately follows]

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

VOIKE MERGER SUB, INC.,
a Delaware corporation

By: 
Jaime Jaramillo, President

VOIKE, INC.,
a Florida corporation

By: 
Jaime Jaramillo, President