

PO9000085014

(Requestor's Name)

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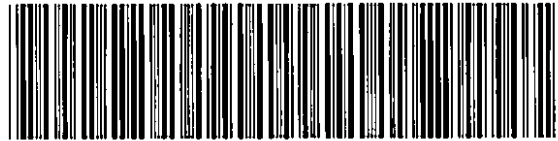
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer

Office Use Only



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Substantive
Filing Officer
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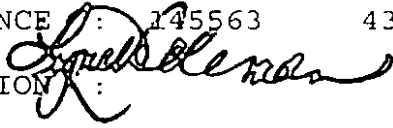
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FEB -8 2021

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

ACCOUNT NO. : I20000000195

REFERENCE : 145563 4311639

AUTHORIZATION : 

COST LIMIT : \$ 148.75

ORDER DATE : January 17, 2020

ORDER TIME : 10:59 AM

ORDER NO. : 145563-045

CUSTOMER NO: 4311639

ARTICLES OF MERGER

MICROBEAU INC.
DARKLAB TATTOO SUPPLY COMPANY, LLC
INTERNATIONAL PERMANENT COSMETICS SHOW, LLC

INTO

FK IRONS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

(Profit Corporations)

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

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
FK Irons, Inc.	Florida	909-85014

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Microbeau Inc.	Florida	918-19610
Darklab Tattoo Supply Company, LLC	Florida	617-156922
International Permanent Cosmetics Show, LLC	Florida	619-223343

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 January 21, 2020.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

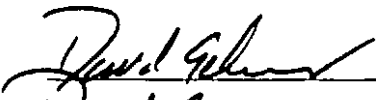

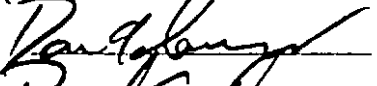

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 21, 2020.

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

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
FK Irons, Inc.		David Gershman, Executive Vice President, Secretary, and General Counsel
Microbeau Inc.		David Gershman, Executive Vice President, Secretary, and General Counsel
Darklab Tattoo Supply Company, LLC		David Gershman, Executive Vice President, Secretary, and General Counsel
International Permanent Cosmetics Show, LLC		David Gershman, Executive Vice President, Secretary, and General Counsel

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 21st day of January, 2020, by and between **DARK LAB TATTOO SUPPLY COMPANY LLC**, a Florida limited liability company ("Dark Lab"), **MICROBEAU INC.**, a Florida corporation ("Microbeau"), **INTERNATIONAL PERMANENT COSMETICS SHOW LLC**, a Florida limited liability company ("IPCS" and, together with Dark Lab and Microbeau, the "Merging Companies", each a "Merging Company"), and **FK IRONS INC.**, a Florida corporation (the "Surviving Corporation").

R E C I T A L S:

WHEREAS, the sole shareholder and the sole member (together, the "Merging Shareholders") and all of the managers and directors (together, the "Merging Directors") of the Merging Companies and the sole Shareholder (the "Surviving Shareholder") and the board of directors (the "Surviving Directors") of the Surviving Corporation have determined that it is advisable and in the best interest of each of the Merging Companies and the Surviving Corporation that the Merging Companies be merged with and into the Surviving Corporation on the terms and subject to the conditions set forth herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Revised Limited Liability Company Act (the "FRLLC") and the Florida Business Corporation Act (the "FBCA"), the Merging Companies shall be merged with and into the Surviving Corporation. Following the Merger, the Surviving Corporation shall continue as the surviving entity and shall continue its existence under the FBCA, and the separate existence of the Merging Companies under the FBCA and the FRLLC, as applicable, shall cease upon the filing of Articles of Merger with the Florida Department of State (the "Articles of Merger").

1.2 Approval of the Mergers. The Merging Shareholders and Merging Directors and the Surviving Shareholder and Surviving Directors have approved this Agreement and the Articles of Merger for the Merging Companies and for the Surviving Corporation, respectively.

1.3 Effective Date and Effective Time. The Articles of Merger shall be executed, delivered and filed, as applicable, with the Florida Department of State in accordance with the provisions of the FRLLC and the FBCA, as applicable, as soon as practicable following the execution of this Agreement. The Merger shall become effective on the date upon which the Articles of Merger are

filed with the Florida Department of State (such date and time being referenced to herein as the "Merger Effective Date" and the "Merger Effective Time," respectively).

1.4 Effect of the Merger. At the Merger Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Merging Companies; and all of the rights, privileges, powers and franchises of the Merging Companies, and all property, real, personal and mixed, and all debts due to the Merging Companies on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Merging Companies; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Merging Companies, and all rights of creditors and all liens upon any property of the Merging Companies shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.5 Charter and Bylaws of the Surviving Corporation. From and after the Merger Effective Time, the Articles of Incorporation of the Surviving Corporation (the "Surviving Corporation Charter") and the Bylaws of the Surviving Corporation (the "Surviving Corporation Bylaws") in effect immediately prior to the Merger Effective Time, shall be the charter and operating agreement, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Surviving Corporation Charter or Surviving Company Bylaws.

1.6 Shareholder and Officers of the Surviving Corporation. The Surviving Shareholder and officers of the Surviving Corporation immediately prior to the Merger Effective Time shall be the Surviving Shareholder and officers, respectively, of the Surviving Corporation and will hold such office from the Merger Effective Time until their respective successors are duly elected and qualified in the manner provided in the charter and operating agreement of the Surviving Corporation, or as otherwise provided by law.

ARTICLE II

CONVERSION AND EXCHANGE OF SECURITIES

2.1 Conversion of Interests. At the Merger Effective Time, all of the then outstanding shares of capital stock or membership interests, as applicable, of the Merging Companies shall, by virtue of the Merger and without any action on the part of the Surviving Shareholder, be converted into and become all of the shares of capital stock of the Surviving Corporation.

ARTICLE III

MISCELLANEOUS

3.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law rules thereof.

3.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

3.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

3.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

3.5 Authorization. The Merging Shareholders and Merging Directors and the Surviving Shareholder and Surviving Directors are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

3.6 Modification or Amendment. Subject to the applicable provisions of the FRLCA and FBCA, the parties hereto may modify or amend this Agreement by unanimous written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

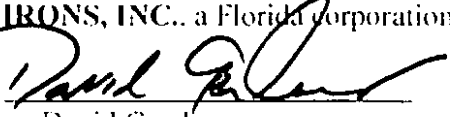
3.7 Termination. This Agreement may be terminated and abandoned by the unanimous consent of the Merging Shareholders and the Surviving Shareholder at any time before the Merger Effective Date, as applicable.

[Signatures on the following page]

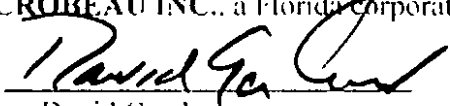
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

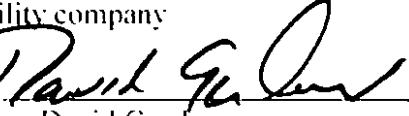
FK IRONS, INC., a Florida corporation

By: 
Name: David Gershman
Title: Executive Vice President, Secretary,
and General Counsel

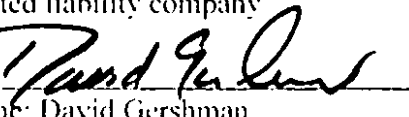
MICROBEAU INC., a Florida corporation

By: 
Name: David Gershman
Title: Executive Vice President, Secretary,
and General Counsel

**DARKLAB TATTOO SUPPLY
COMPANY, LLC.**, a Florida limited
liability company

By: 
Name: David Gershman
Title: Executive Vice President, Secretary,
and General Counsel

**INTERNATIONAL PERMANENT
COSMETICS SHOW, LLC.** a Florida
limited liability company

By: 
Name: David Gershman
Title: Executive Vice President, Secretary,
and General Counsel

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ST. LOUIS, MO
FALL 2019
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