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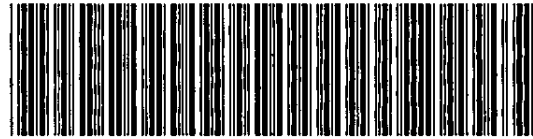
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger
APR 23 2014
R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Spirit Cube Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Jeffrey M. Quick

Contact Person

Quick Law Group PC

Firm/Company

1035 Pearl Street, Suite 403

Address

Boulder, Colorado 80302

City, State and Zip Code

jquick@quicklawgroup.com

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

For further information concerning this matter, please call:

Jeffrey M. Quick

Name of Contact Person

at (**720**) **259-3393**

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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14 APR 18 AM 9:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Spirit Cube Incorporated	Florida	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Spirit Cube Inc.	Nevada	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State: April 15, 2014

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Spirit Cube Inc.

5550 Painted Mirage Road, Suite 302

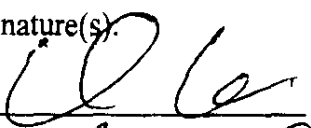
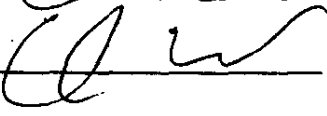
Las Vegas, Nevada 89149

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s).	Typed or Printed Name of Individual:
Spirit Cube Incorporated		Chris Nelson
Spirit Cube Inc.		Chris Nelson

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Spirit Cube Incorporated	Florida	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Spirit Cube Inc.	Nevada	Corporation

THIRD: The terms and conditions of the merger are as follows:

Please see the attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see the attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see the attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see the attached Agreement and Plan of Merger.

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of this 5th day of December, 2013, by and between Spirit Cube Incorporated, a Florida corporation company ("Spirit Cube - Florida"), and Spirit Cube Inc., a Nevada corporation ("Spirit Cube - Nevada"). Spirit Cube - Florida and Spirit Cube - Nevada are sometimes referred to collectively as the "Constituent Entities."

WHEREAS, the shareholders of Spirit Cube - Florida and the Board of Directors of Spirit Cube - Nevada deem it advisable and in the best interests of the Constituent Entities that Spirit Cube - Florida merge with and into Spirit Cube - Nevada upon the terms and conditions provided herein.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Spirit Cube - Florida shall merge with and into Spirit Cube - Nevada on the following terms, conditions and other provisions:

1. TERMS AND CONDITIONS

1.1 Merger. Spirit Cube - Florida shall merge with and into Spirit Cube - Nevada (the "Merger"), and Spirit Cube - Nevada shall be the surviving entity (the "Surviving Corporation"), effective upon the date on which the Statement of Merger of Spirit Cube - Florida and Spirit Cube - Nevada is filed with the Secretary of State of the State of Nevada (the "Effective Date").

1.2 Succession. On the Effective Date, Spirit Cube - Nevada shall continue its corporate existence under the laws of the State of Nevada, and the separate existence and organization of Spirit Cube - Florida, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Entities shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Entities; and all and singular rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, of each of the Constituent Entities, and all debts due to each of the Constituent Entities on whatever account, and all things in action or belonging to each of the Constituent Entities shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Entities, and the title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; *provided, however*, that the liabilities of the Constituent Entities and of their members, managers, shareholders, directors and/or officers, as applicable, shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not been consummated, except as they may be

modified with the consent of such creditors, and all debts, liabilities and duties of or upon each of the Constituent Entities shall 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.

(a) **LLC Interests in Spirit Cube - Florida; Capital Stock of Spirit Cube - Nevada.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Entities or their respective members or shareholders, each share of capital stock of Spirit Cube - Florida issued and outstanding immediately prior thereto shall be combined, changed and converted into the identical number of shares of Common Stock of Spirit Cube - Nevada.

2. CHARTER DOCUMENTS, DIRECTORS, OFFICERS AND PRINCIPAL OFFICE

2.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Spirit Cube - Nevada in effect on the Effective Date shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of the Surviving Corporation shall be as set forth in the Action By Sole Incorporator and Organizational Minutes of the Surviving Corporation.

2.3 Officers. The officers of the Surviving Corporation shall be as set forth in the Organizational Minutes of the Surviving Corporation.

2.4 Principal Office. The principal office of the Surviving Corporation on and after the Effective Date shall be at 504 Congress Avenue, Austin, Texas 78701.

3. MISCELLANEOUS

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Spirit Cube - Florida and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of Spirit Cube - Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the members of Spirit Cube - Florida, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the members of Spirit Cube - Florida, the principal terms may not be amended without the further approval of the members of Spirit Cube - Florida) by Spirit Cube - Nevada and Spirit Cube - Florida to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligation of the Constituent Entities to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Entities in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the members of Spirit Cube - Florida, in accordance with applicable provisions of the Nevada Limited Liability Company Act and the Company's Operating Agreement;

(b) the Merger shall have been approved by the Board of Directors of Spirit Cube - Nevada, in accordance with the applicable provisions of the Nevada Business Corporation Act; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Spirit Cube - Florida to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. Notwithstanding the approval of this Merger Agreement by the members of Spirit Cube - Florida or by the Board of Directors of Spirit Cube - Nevada, at any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the members of Spirit Cube - Florida or the Board of Directors of Spirit Cube - Nevada or both, or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the members of Spirit Cube - Florida and the Board of Directors of Spirit Cube - Nevada, such action would be in the best interests of such entities. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Entity or its manager, members, Board of Directors or shareholders, as applicable, with respect thereto.


3.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, this Merger Agreement may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been duly approved by the members of Spirit Cube - Florida and the Board of Directors of Spirit Cube - Nevada, hereby is executed on behalf of each such entity and attested by their respective officers thereunto duly authorized.


SPIRIT CUBE INCORPORATED
a Florida corporation

By: _____


Chris Nelson
President

SPIRIT CUBE INC.
a Nevada corporation

By: _____


Chris Nelson
President