

7/5/2017

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2017-07-05 15:22 CST 1242203573 From: Kimberly Laughrey

Division of Corporations

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MERGER OR SHARE EXCHANGE
CX Network Group, Inc.

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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)
CX Network Group, Inc.	Nevada	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
CX Network Group, Inc.	Nevada	
mlight Tech, Inc.	Florida	

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 7 / 11 / 2017 (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 7/3/2017.

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 7/3/2017.

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)

2017 JUL - 6 PM 3:01

Huibin Su, CEO, CFO and Director

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

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

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

The name and jurisdiction of each subsidiary corporation:

Name

Jurisdiction

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

**AGREEMENT AND PLAN OF MERGER
OF
MLIGHT TECH, INC., A FLORIDA CORPORATION**

**AND
CX NETWORK GROUP, INC., A NEVADA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") dated as of July 3, 2017, made and entered into by and between mLight Tech, Inc., a Florida corporation ("**MLGT**"), and CX Network Group, Inc., a Nevada corporation ("**CXNG**"), which corporations are sometimes referred to herein as the "**Constituent Corporations**."

WITNESSETH:

WHEREAS, MLGT is a corporation organized and existing under the laws of the State of Florida, having been incorporated on September 2, 2010 under the laws of the State of Florida under the Florida Business Corporation Act (the "**FBCA**"); and

WHEREAS, CXNG is a wholly owned subsidiary corporation of MLGT, having been incorporated under the laws of the State of Nevada under the Nevada Revised Statutes (the "**NRS**") on June 28, 2017; and

WHEREAS, the respective Boards of Directors of MLGT and CXNG have determined that it is desirable to merge MLGT with and into CXNG and that CXNG shall be the surviving corporation (the "**Merger**") in compliance with Section 607.1104 of the FBCA and Section 92A.190 of the NRS; 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, MLGT and CXNG hereto agree as follows:

**ARTICLE I
MERGER**

1.1 On the effective date of the Merger (the "Effective Date"), as provided herein, MLGT shall be merged with and into CXNG, the separate existence of MLGT shall cease and CXNG (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of "CX Network Group, Inc." by virtue of, and shall be governed by, the laws of the State of Nevada.

1.2 The registered agent of the Surviving Corporation in the State of Nevada will be The Corporation Trust Company of Nevada and the registered office will be 701 S Carson St STE 200 Carson City, NV 89701-5239.

ARTICLE II ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

2.1 The Articles of Incorporation of the Surviving Corporation, attached hereto as Exhibit A, as in effect on the date hereof, shall be the Articles of Incorporation of CXNG (the "CXNG Charter") without change, unless and until amended in accordance with Article VIII of this Agreement or otherwise amended in accordance with applicable law.

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 CXNG (the "CXNG Bylaws") without change, unless and until amended in accordance with Article VIII of this Agreement or otherwise amended in accordance with applicable law.

ARTICLE IV EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

4.1 On the Effective Date, (i) each fifteen (15) outstanding shares of Common Stock of MLGT, par value \$0.0001 per share (the "MLGT Common Stock") shall be converted into one (1) share of common stock, par value \$0.0001 per share, of CXNG (the "CXNG Common Stock"), and (ii) each outstanding share of CXNG Common Stock held by MLGT immediately prior to the Merger shall be retired and canceled.

4.2 All options and rights to acquire MLGT Common Stock, and all outstanding warrants or rights outstanding on the Effective Date to purchase MLGT Common Stock, will automatically be converted into equivalent options, warrants and rights to purchase the number of shares of CXNG Common Stock at 15:1 basis at 1500% of the exercise, conversion or strike price of such converted options, warrants and rights.

4.3 After the Effective Date, (i) certificates representing shares of MLGT Common Stock will represent shares of CXNG Common Stock, and upon surrender of the same to the transfer agent for MLGT, who also shall serve as the transfer agent for CXNG, the holder thereof shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of MLGT Common Stock into which such shares of CXNG Common Stock.

ARTICLE V CORPORATE EXISTENCE, POWERS AND LIABILITIES OF THE SURVIVING CORPORATION

5.1 On the Effective Date, the separate existence of MLGT shall cease. MLGT shall be merged with and into CXNG, the Surviving Corporation, in accordance with the provisions of this Agreement. Thereafter, CXNG 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 MLGT and CXNG, and all property, real, personal and mixed and all debts due to each of them on whatever account, shall be vested in CXNG;

and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of CXNG, the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise, vested in MLGT and CXNG, or either of them, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon the property of the parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of MLGT shall thenceforth attach to CXNG, 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 MLGT 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 MLGT 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 MLGT shall become the officers and directors of CXNG, and such persons shall hold office in accordance with the CXNG 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 CXNG Bylaws.

ARTICLE VII DISSENTING SHARES

7.1 Holders of shares of MLGT Common Stock who have complied with all requirements for perfecting their rights of appraisal set forth in Chapters 607.1301 to 607.1333 of the FBCA shall be entitled to their rights under Florida law with payments to be made by the Surviving Corporation.

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 MLGT, the respective Boards of Directors of MLGT and CXNG will cause their duly authorized officers to make and execute Articles 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 Nevada, respectively, in accordance with the FBCA and the NRS. The Effective Date shall be the later date on which Articles of Merger are filed with the Secretary of State of Nevada and the Secretary of State of Florida and obtaining a market effective date from FINRA.

8.2 The Boards of Directors of MLGT and CXNG may amend this Agreement and the CXNG Charter or CXNG 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 MLGT may not (i) change the amount or kind of shares to be received in exchange for or on conversion of the shares of the MLGT Common Stock; or (ii) alter or change any of the terms and conditions of this Agreement or the CXNG Charter or CXNG Bylaws if such change would adversely affect the holders of the MLGT Common Stock.

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 MLGT and CXNG.

ARTICLE X MISCELLANEOUS

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

10.2 EXPENSES. 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, MLGT shall pay all expenses incurred in connection with all the proceedings taken in respect of this Merger Agreement or relating thereto.

10.3 AGREEMENT. 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 COUNTERPARTS. This Merger 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.

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

CX Network Group, Inc.

a Nevada corporation

By: 
Huibin Su, Chief Executive Officer

MLIGHT TECH, INC.,

a Florida corporation

By: 
Huibin Su, Chief Executive Officer

Exhibit A
Articles of Incorporation