

P12000022904

08/03/2017 10:12

5616941639

PAGE 21/07

8/22/17

Division of Corporations

Florida Department of State

Division of Corporations

Electronic Filing Cover Sheet

tm

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H17000202623 3)))



H170002026233ABCK

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6380

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

FILED
2017 AUG -3 AM 8:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE

Fullscalenano, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

merger

AUG 04 2017

I ALBRITTON

RECEIVED

17 AUG -3 AM 11:57

2017
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

850-617-8381

8/3/2017 10:17:32 AM PAGE 1/001 Fax Server



August 3, 2017

FLORIDA DEPARTMENT OF STATE
Division of Corporations

FULLSCALENANO, INC.
400 CAPITAL CIRCLE SE STE 18227
TALLAHASSEE, FL 32301-3839

SUBJECT: FULLSCALENANO, INC.
REF: P12000022904

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The merger submitted should be filed pursuant to 607.1107 and 607.1105 between a foreign corporation and a domestic corporation for acceptance.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

FAX Aud. #: H17000202623
Letter Number: 417A00015724

RECEIVED
17 AUG -3 AM 11:57
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Pursuant to Section 607.1107 and 607.1105 of the Florida Business Corporation Act, FULLSCALENANO, INC., a Florida corporation ("FullScaleNANO-FL"), proposes to merge into FULLSCALENANO, INC., a Georgia corporation ("FullScaleNANO-GA"), and in connection therewith, the corporations submit the following:

1. The surviving corporation will be FullScaleNANO-GA and the name of the surviving corporation will be "FullScaleNANO, Inc.," a Georgia corporation. The principal office address of FullScaleNANO-GA is 15125 U. S. Hwy 19 South, PMB 379, Thomasville, GA 31792.

2. The Agreement and Plan of Merger and Reorganization (the "Merger Agreement") was entered into on August 3, 2017, by and between FullScaleNANO-FL and FullScaleNANO-GA. A copy of the Merger Agreement is attached hereto as Exhibit A.

3. The Merger Agreement was adopted on July 26, 2017 by the shareholders of FullScaleNANO-FL entitled to vote in accordance with the applicable provisions of the Florida Business Corporation Act.

4. The Merger Agreement was adopted on July 26, 2017 by consent of the shareholders of FullScaleNANO-GA in accordance with the applicable provisions of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, FullScaleNANO-FL and FullScaleNANO-GA have caused their respective corporate names to be signed hereto, by their respective officers, thereunto duly authorized by the respective boards of directors.

FULLSCALENANO, INC., a Florida
corporation

By: 
Jodi Chase, Chief Executive Officer

FULLSCALENANO, INC., a Georgia corporation

By: 
Jodi Chase, Chief Executive Officer

FILED
2017 AUG -3 AM 8:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit A**AGREEMENT AND
PLAN OF MERGER AND REORGANIZATION**

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION entered into as of the 3 day of August, 2017, by and between FULLSCALENANO, INC., a Florida corporation ("FullScaleNANO-FL"), and FULLSCALENANO, INC., a Georgia corporation ("FullScaleNANO-GA").

WHEREAS, the Board of Directors of FullScaleNANO-FL and FullScaleNANO-GA have resolved that they be merged, pursuant to the Florida Business Corporation Act ("FBCA") and Georgia Business Corporation Code ("GBCC"), into a single corporation existing under the laws of the State of Georgia, to wit, FullScaleNANO-GA, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation");

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Merger. FullScaleNANO-FL shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into FullScaleNANO-GA, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. Filings; Effects of Merger.

2.1 Approval by Majority Shareholders of FullScaleNANO-FL. This Agreement has been approved by the majority shareholders of FullScaleNANO-FL in the manner provided by the applicable laws of the State of Florida.

2.2 Filing of Articles of Merger; Effective Date. If (a) this Agreement is adopted by the majority shareholders of FullScaleNANO-FL, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Merger and shall cause such documents to be filed with the State of Florida and the State of Georgia, respectively, in accordance with the laws of the States of Florida and Georgia. The Merger shall become effective on the date on which the Merger becomes effective under the laws of Florida or the date on which the Merger becomes effective under the laws of Georgia, whichever occurs later, which date is herein referred to as the "Effective Date."

2.3 Certain Effects of Merger. On the Effective Date, the separate existence of FullScaleNANO-FL shall cease, and FullScaleNANO-FL shall be merged into

FullScaleNANO-GA which, as the Surviving Corporation, shall 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, duties and liabilities of FullScaleNANO-FL; and all and singular, the rights, privileges, powers, and franchises of FullScaleNANO-FL, and all property, real, personal, and mixed, and all debts due to FullScaleNANO-FL on whatever account, as well as stock subscriptions, liens and all other things in action or belonging to FullScaleNANO-FL, shall be vested in the Surviving Corporation; 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 FullScaleNANO-FL, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of FullScaleNANO-FL shall be preserved, unimpaired, and all debts, liabilities, and duties of FullScaleNANO-FL 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. At any time, or from time to time, after the Effective Date, the last acting officers of FullScaleNANO-FL or the corresponding officers of the Surviving Corporation, may, in the name of FullScaleNANO-FL execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all FullScaleNANO-FL's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Articles of Incorporation; Bylaws; Directors; Officers

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be FullScaleNANO, Inc.

3.2 Articles of Incorporation. The Articles of Incorporation of FullScaleNANO-GA in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 Bylaws. The Bylaws of FullScaleNANO-GA, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

3.4 Directors and Officers. At the Effective Date of the Merger, the members of the board of directors, the board committees and advisory board, and the officers of FullScaleNANO-FL in office at the Effective Date of the Merger shall become the members of the board of directors, board committees and advisory board and the officers, respectively, of the Surviving Corporation, each of such directors, committee members and advisory board members and officers to hold office, subject to the applicable provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation and the GBCC, until his or her successor is duly elected or appointed and qualified.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of FullScaleNANO-FL and the nature and amount of securities of FullScaleNANO-GA which the holders of shares of FullScaleNANO-FL common stock are to receive in exchange for such shares are as follows:

4.1 FullScaleNANO-FL Common Stock. Each one share of FullScaleNANO-FL common stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of FullScaleNANO-GA common stock, and outstanding certificates representing shares of FullScaleNANO-FL common stock shall thereafter represent shares of FullScaleNANO-GA common stock. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4.2 FullScaleNANO-FL Series Seed Preferred Stock. Each one share of FullScaleNANO-FL Series Seed Preferred Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of FullScaleNANO-GA Series Seed Preferred Stock and outstanding certificates representing shares of FullScaleNANO-FL Series Seed Preferred Stock shall thereafter represent shares of FullScaleNANO-GA Series Seed Preferred Stock. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4.3 Options. Each option to acquire shares of the FullScaleNANO-FL's common stock outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an equivalent option to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's common stock, which is equal to the number of shares of the FullScaleNANO-FL's common stock that the optionee would have received had the optionee exercised such option in full immediately prior to the Effective Date of the Merger (whether or not such option was then exercisable) and the exercise price per share under each of said options shall be equal to the exercise price per share thereunder immediately prior to the Effective Date of the Merger, unless otherwise provided in the instrument granting such option.

4.5 Other Rights. Any other right, including warrants, by contract or otherwise, to acquire shares of the FullScaleNANO-FL's common stock outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's common stock which is equal to the number of shares of the FullScaleNANO-FL's common stock that the right holder would have received had the right holder exercised such right in full immediately prior to the Effective Date of the Merger (whether or not such right was then exercisable) and the exercise price per share under each of said rights shall be equal to the exercise price per share thereunder immediately prior to the Effective Date of the Merger, unless

otherwise provided in the agreement granting such right.

5. Abandonment of Merger. At any time before the Effective Date of the Merger (whether it is before or after filing the Articles of Merger), this Agreement and Plan of Merger and Reorganization may be terminated and the Merger abandoned by the shareholders of FullScaleNANO-FL.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

FULLSCALENANO, INC., a Florida
corporation

By: 
Jodi Chase, Chief Executive Officer

FULLSCALENANO, INC., a Georgia
corporation

By: 
Jodi Chase, Chief Executive Officer