

P130000027636

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

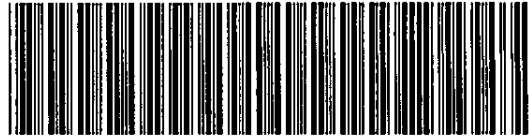
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



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02/25/16--01025--027 **35.00

02/16/16--01015--002 **35.00

FILED
2016 FEB 24 PM 2:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
FEB 25 2016
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Cirkul, 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:

Garrett Waggoner

Contact Person

Cirkul, Inc.

Firm/Company

5016 Cherry Laurel Way

Address

Sarasota, Florida 34241

City/State and Zip Code

garrett@cirkulbottle.com

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

For further information concerning this matter, please call:

Garrett Waggoner

Name of Contact Person

At (941) 724-4382

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 16, 2016

GARRETT WAGGONER
CIRKUL, INC.
5016 CHERRY LAUREL WAY
SARASOTA, FL 34241

SUBJECT: SAMSARA BOTTLE SYSTEM, INC.
Ref. Number: P13000027636

We have received your document for SAMSARA BOTTLE SYSTEM, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger fee is \$35 for each corporaton.

There is a balance due of \$35.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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

Irene Albritton
Regulatory Specialist II

Letter Number: 116A00003224

RECEIVED

16 FEB 24 PM 2:42



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)
Cirkul, Inc.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Samsara Bottle System, Inc.	Florida	

FILED
2016 FEB 24 PM 2:29
SECRETARY OF STATE
TALLAHASSEE, 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 ____/____/____ (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
February 8th, 2016 _____ 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 February 8th, 2016 _____.

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)

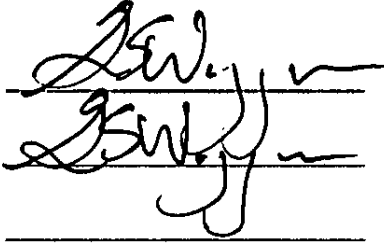
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

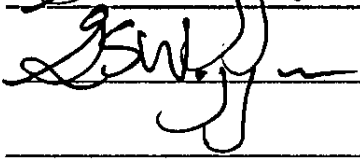
Typed or Printed Name of Individual & Title

Cirkul, Inc.



Garrett Waggoner, CEO

Samsara Bottle System, Inc.



Garrett Waggoner, Shareholder

AGREEMENT AND PLAN OF MERGER BETWEEN CIRKUL, INC. (a

Delaware Corporation), AND SAMSARA BOTTLE SYSTEM, INC. (a Florida Corporation)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of **February 8th, 2016**, between Cirkul, Inc., a Delaware corporation ("Cirkul"), and Samsara Bottle System, Inc., a Florida corporation ("Samsara").

RECITALS

WHEREAS, Cirkul is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Samsara is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of Cirkul and the Shareholders of the Company deem it advisable to merge the Company with and into Cirkul so that Cirkul is the surviving corporation on the terms provided herein (the "Merger").

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

ARTICLE I

MERGER

Section 1.1 *The Merger.* After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the General Corporation Law of the State of Delaware (then "DGCL") and of the Florida Business Corporations Act ("FBCA"), the Company will merge with and into Cirkul and Cirkul shall file a Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the provisions of the DGCL and an Articles of Merger with the Secretary of State of Florida in accordance with the provisions of the FBCA and shall make all other filings or recordings required by Delaware or Florida law in connection with the Merger. The Merger shall become effective upon the later filing of such Certificates of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, or at such later time as may be provided for in such Certificates of Merger (the "Effective Time"). Upon the Effective Time, the separate corporate existence of Samsara shall cease and Cirkul shall be the surviving corporation (the "Surviving Corporation").

Section 1.2 *Conditions to the Merger.* The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been adopted by the stockholders of Cirkul, in accordance with the requirements of the DGCL and the Certificate of Incorporation and Bylaws of Cirkul;

(b) This Agreement shall have been adopted by holders of at least a majority of the outstanding voting power of Samsara in accordance with the requirements of the FBCA and the Certificate of Incorporation and Bylaws of Samsara;

Section 1.3 *Transfer, Conveyance and Assumption.* At the Effective Time, Cirkul shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of Samsara, and all of the assets and property of whatever kind and character of Samsara shall vest in Cirkul, as the Surviving Corporation, without further deed; thereafter, Cirkul, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Company, and any claim or judgment against the Company may be enforced against Cirkul, as the Surviving Corporation, in accordance with Section 259 of the DGCL and Section 607.1106 of the FBCA.

Section 1.4 *Certificate of Incorporation; Bylaws.*

(a) From and after the Effective Date, the Certificate of Incorporation of Cirkul shall be the Certificate of Incorporation of the Surviving Corporation.

(b) From and after the Effective Date, the Bylaws of Cirkul shall be the Bylaws of the Surviving Corporation.

Section 1.5 *Directors and Officers of the Surviving Corporation.* From and after the Effective Time, the directors and officers of the Company serving as directors or officers of the Company immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

ARTICLE II

CONVERSION OF SHARES

Section 2.1 *Conversion of Stock.* Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding stock of Samsara, each share of stock of Samsara and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 *Representations and Warranties of Cirkul.* Cirkul hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its certificate of incorporation or bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the sole stockholders of Cirkul in accordance with the DGCL and the Certificate of Incorporation and Bylaws of Delaware, consummate the Merger and the other transactions contemplated by this Agreement.

Section 3.2 Representations and Warranties of Samsara. Samsara hereby represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its Certificate of Incorporation or Bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the stockholders of the Company in accordance with the FBCA and the Certificate of Incorporation and Bylaws of Samsara, consummate the Merger and the other transactions contemplated by this Agreement.

ARTICLE IV

TERMINATION

Section 4.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of Cirkul or the Board of Directors of Samsara, notwithstanding the adoption of this Agreement by the stockholders of Cirkul or Samsara.

ARTICLE V

FURTHER ASSURANCES

Section 5.1 Further Assurances as to Delaware. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets, specifically including any rights, title or interest in any intellectual property, of Samsara acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Samsara and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of Cirkul or otherwise to take any and all such action.

ARTICLE VI
MISCELLANEOUS

Section 6.2 No Waivers. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.3 Assignment; Third Party Beneficiaries. Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

Section 6.4 Governing Law. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Delaware.

Section 6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

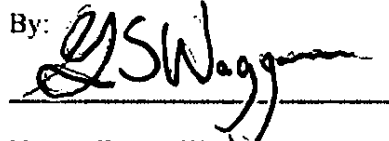
Section 6.6 Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

Section 6.7 Service of Process. Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of the State of Delaware, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, and does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware is 5016 Cherry Laurel Way, Sarasota, FL 34241.

[The remainder of this page intentionally left blank - signature page follows.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first stated above.

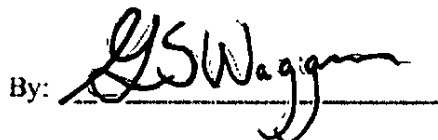
CIRKUL, INC.

By: 

Name: Garrett Waggoner

Title: CEO

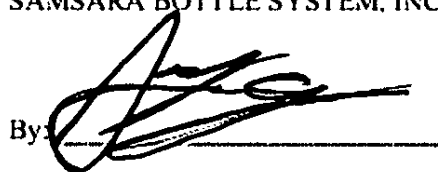
SAMSARA BOTTLE SYSTEM, INC.

By: 

Name: Garrett Waggoner

Title: Executive / Shareholder

SAMSARA BOTTLE SYSTEM, INC.

By: 

Name: Andrew Gay

Title: Executive / Shareholder

[Signature page to Agreement and Plan of Merger Between Cirkul, Inc. and Samsara Bottle System, Inc.]