

P13000044261

**Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet**

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.

(((H19000326500 3)))



H190003265003ABC-

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 : CAPITOL SERVICES, INC.
Account Number : 120160000017
Phone : (855) 498-5500
Fax Number : (800) 432-3622

2019 NOV 13 PM 4:56

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
19 NOV -5 PM 4:26

****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
AIR ESSCENTIALS INC.**

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$70.00

*****PLEASE GIVE THE ORIGINAL SUBMISSION
DATE AS THE FILE DATE 11/5/19*******

*****PLEASE GIVE THE ORIGINAL SUBMISSION
DATE AS THE FILE DATE 11/5/19*******

COVER LETTER

TO: Amendment Section
Division of Corporations
AIR ESSSENTIALS INC.
SUBJECT: _____

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Lauren Quattromani

Contact Person

AXS Law Group PLLC

Firm/Company

2121 NW 2nd Ave, Ste 201

Address

Miami, FL 33127

City/State and Zip Code

lauren@axslawgroup.com

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

For further information concerning this matter, please call:

Lauren Quattromani

305 297-1878

At () _____

Name of Contact Person

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

FILED
DIVISION OF CORPORATIONS
19 NOV -5 PM 4:26

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)
AIR ESSSENTIALS INC.	FLORIDA	P13000044261

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
WHIFF INC.	NORTH CAROLINA	0804636

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
September 18, 2019 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 October 21, 2019.

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)

DIVISION OF STATE
 19 NOV 13 11:01 AM
 PH 14:25

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Air Essentials Inc.

~~Marc Levy, VP~~

Whiff, Inc.

Spence Levy, Director



AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of October 21, 2019, is made by and between AIR ESSENTIALS INC., a Florida corporation ("Acquiror"), and WHIFF INC., a North Carolina corporation (the "Company").

WHEREAS, the respective Boards of Directors of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the North Carolina Business Corporation Act ("NCBCA"), will merge with and into the Acquiror, in accordance with the Florida Business Corporation Act ("FBCA"), with the Acquiror as the surviving corporation (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

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

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 55-11-01 of the NCBCA and Section 607.1101 of the FBCA, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement, the NCBCA and the FBCA.

2. **Effective Time.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) articles of merger (the "NC Articles of Merger") complying with Section 55-11-05 of the NCBCA with the Secretary of State of the State of North Carolina and (ii) articles of merger complying with Section 607.1105 of the FBCA with the Secretary of State of the State of Florida (the "FL Articles of Merger" and collectively, with the NC Articles of Merger, the "Articles of Merger") with respect to the Merger. The Merger shall become effective upon the latter filing of the Articles of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the NCBCA and the FBCA, including without limitation, Section 55-11-06 of the NCBCA and Section 607.1106 of

the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the certificate of incorporation of the Acquiror in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of shares of capital stock of the Company:

(a) those shares of Class A Voting Common Stock of the Company, no par value ("**Company Common Stock**") set forth on Exhibit A, issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive those shares validly issued, fully paid and non-assessable share of common stock, no par value per share, of the Surviving Corporation ("**Surviving Corporation Common Stock**") set forth on Exhibit A and the holders of such shares shall have the rights afforded to them under Article 13 of the NCBCA in the event they are dissatisfied that the number of shares of the Surviving Corporation Common Stock represents the fair market value of their shares of Company Common Stock;

(b) those shares of Company Common Stock set forth on Exhibit B, issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive cash (the "**Cash Consideration**") in the amounts set forth on Exhibit B and the holders of such shares shall have the rights afforded to them under Article 13 of the NCBCA in the event they are dissatisfied that the Cash Consideration represents the fair market value of their shares of Company Common Stock; and

(c) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger except with respect to the Company's shares of capital stock of Acquiror, which will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

6. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, including Section 5, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who has properly exercised appraisal rights of such shares of Company Common Stock in accordance with Article 13 of the NCBCA (such shares being referred to collectively as the "Dissenting Shares" until such time as such holder fails to perfect or otherwise loses such holder's appraisal rights under the NCBCA with respect to such shares) shall not be converted into a right to receive shares of Surviving Corporation Common Stock or Cash Consideration, but instead shall be entitled to only such rights as are granted by Article 13 of the NCBCA.

7. Stock Certificates. Upon surrender by the stockholders of the Company of the certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock to Acquiror for cancellation, together with a duly executed letter of transmittal and such other documents as Acquiror shall require, the holder of such Certificates shall be entitled to receive in exchange therefor shares of Surviving Corporation Common Stock or Cash Consideration representing, in the aggregate, the number of shares or cash consideration that such holder has the right to receive pursuant to Section 5. Each Certificate surrendered pursuant to the previous sentence shall forthwith be canceled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive shares of Surviving Corporation Common Stock or Cash Consideration pursuant to Section 5, and until such surrender or exchange, no such shares of Surviving Corporation Common Stock or Cash Consideration shall be delivered to the holder of such outstanding Certificate in respect thereof.

8. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of North Carolina in any proceeding for enforcement of any obligation of any constituent corporation of North Carolina, as well as the enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 55-13-30 of the NCBCA, and irrevocably appoints the Secretary of State of North Carolina as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail a copy of any such process to the surviving corporation at 7055 NW 47th Street, Miami, FL 33155.

9. Entire Agreement. This Agreement together with the Articles of Merger constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.


16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ACQUIROR:

**AIR ESSENTIALS INC., a Florida
corporation**

By: 
Name: Marc Levy
Title: CEO

COMPANY:

**WHIFF INC., a North Carolina
corporation**

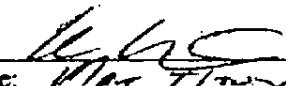
By: 
Name: Marc Levy
Title:

EXHIBIT A**COMPANY COMMON STOCK CONVERTED
TO
SURVIVING CORPORATION COMMON STOCK**

Shareholder	Company Common Stock	Surviving Corporation Common Stock
Marc Levy	6,033,737	17,075,585
Citron Arbel	4,450,000	12,593,580
Spence Levy	3,234,900	9,154,825
Richard & Marlene Levy	1,600,000	4,528,029
Luanne Procopio	681,462	1,928,550
Jay & Pearl Abramowitz	271,021	766,994

EXHIBIT B**COMPANY COMMON STOCK CONVERTED**
TO
CASH CONSIDERATION

Shareholder	Company Common Stock	Cash Consideration
Core Technologies Inc.	500,000	\$31,685.00
William Weir	259,303	\$16,432.03
William Pleasant	236,706	\$15,000.06
KCD Holdings, LLC	125,000	\$7,921.25
Lorane Wasserman	100,000	\$6,337
Kevin Arn	175,603	\$11,127.96