

P14000019423

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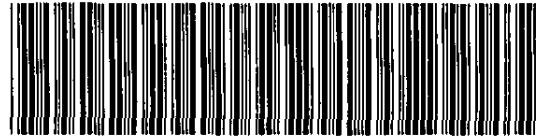
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DATE: 06-15-16

NAME: CANDIDATE, GURU, INC.

TYPE OF FILING: MERGER

COST: 43.75

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Abbie Hodge

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Candidate. Guru, Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Jose Ancer

Contact Person

Miller, Egan, Molter and Nelson LLP

Firm/Company

221 West Sixth Street, Suite 700

Address

Austin, TX 78701

City/State and Zip Code

jose@milleregan.com

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

For further information concerning this matter, please call:

Jose Ancer

Name of Contact Person

At (512) 685-0204

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

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) |
|----------------------|---------------------|--|
| Candidate.Guru, Inc. | Delaware | 6045608 |

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

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|----------------------|---------------------|--|
| Candidate.Guru, Inc. | Florida | P14000019423 |
| | | |
| | | |
| | | |
| | | |

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 05/29/2016.

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 6/13/2016.

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)

Typed or Printed Name of Individual & Title

Christopher Daniels

Christopher Daniels

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:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------|---------------------|
| _____ | _____ |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------|---------------------|
| _____ | _____ |

The name and jurisdiction of each **subsidiary** corporation:

| <u>Name</u> | <u>Jurisdiction</u> |
|-------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 14, 2016 (this "**Agreement**"), is entered into by and between Candidate.Guru, Inc., a Florida corporation ("**Candidate.Guru (FL)**"), and Candidate.Guru, Inc., a Delaware corporation ("**Candidate.Guru (DE)**"). Candidate.Guru (FL) and Candidate.Guru (DE) are hereinafter sometimes collectively referred to as the "**Constituent Corporations**."

WITNESSETH:

WHEREAS, Candidate.Guru (FL) is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Candidate.Guru (DE) is a corporation duly organized and existing under the laws of the State of Delaware and a wholly-owned subsidiary of Candidate.Guru (FL);

WHEREAS, the respective Boards of Directors of Candidate.Guru (FL) and Candidate.Guru (DE) have determined that it is advisable and in the best interests of such corporations and their stockholders that Candidate.Guru (FL) merge with and into Candidate.Guru (DE) upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

WHEREAS, the shareholders of Candidate.Guru (FL) have approved this Agreement, by execution of written consents in accordance with Section 607.1107 of the Florida Business Corporation Act;

WHEREAS, Candidate.Guru (FL), in its capacity as the sole stockholder of Candidate.Guru (DE) has approved this Agreement, by execution of a written consent in accordance with Section 228 of the Delaware General Corporation Law.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, Candidate.Guru (FL) and Candidate.Guru (DE) hereby agree as follows:

1. **Merger**. Candidate.Guru (FL) shall be merged with and into Candidate.Guru (DE) (the "**Merger**") such that Candidate.Guru (DE) shall be the surviving corporation (hereinafter sometimes referred to as the "**Surviving Corporation**"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of the States of Florida and Delaware and the Merger shall become effective at the time provided by applicable law (the "**Effective Time**").

2. Governing Documents. The Certificate of Incorporation of Candidate.Guru (DE) shall be the Certificate of Incorporation of the Surviving Corporation, and the By-Laws of Candidate.Guru (DE) shall be the By-laws of the Surviving Corporation.

3. Directors. The persons who are directors of Candidate.Guru (DE) immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of Candidate.Guru (FL) immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of Candidate.Guru (FL) shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Candidate.Guru (FL) shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth 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. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Candidate.Guru (FL), its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Candidate.Guru (FL). The employees and agents of Candidate.Guru (FL) shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of Candidate.Guru (FL).

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Candidate.Guru (FL) such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Candidate.Guru (FL), and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the

name and on behalf of Candidate.Guru (FL) or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) each share of Candidate.Guru (FL) common stock ("***Candidate.Guru (FL) Common Stock***"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into one hundred thousand (100,000) validly issued, fully paid and non assessable shares of Candidate.Guru (DE) common stock, par value \$0.00001 per share ("***Candidate.Guru (DE) Common Stock***"); (ii) each outstanding and unexercised option, warrant or right to purchase or receive, or security convertible into, Candidate.Guru (FL) Common Stock shall become an option, warrant or right to purchase or receive, or security convertible into, Candidate.Guru (DE) Common Stock on the basis of one (1) share of Candidate.Guru (FL) Common Stock for one hundred thousand (100,000) shares of Candidate.Guru (DE) Common Stock issuable pursuant to any such option, warrant or right to purchase or receive, or convertible security, on the same terms and conditions (and at an exercise price per share adjusted to reflect the conversion ratio) applicable to any such option, warrant or right to purchase or receive, or security convertible into, Candidate.Guru (FL) Common Stock at the Effective Date; and (iii) each share of Candidate.Guru (DE) Common Stock issued and outstanding immediately prior to the Effective Time and held by Candidate.Guru (FL) shall be cancelled without any consideration being issued or paid therefor. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of Candidate.Guru (DE) Common Stock to which each shareholder of Candidate.Guru (FL) is entitled pursuant to the terms hereof.

8. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.

9. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Candidate.Guru (FL) and Candidate.Guru (DE) have caused this Agreement to be executed and delivered as of the date first written above.

CANDIDATE.GURU, INC. (FLORIDA)

By: DocuSigned by:
Christopher Daniels
EC:9CF765FA8B8A

Name: Christopher Daniels

Title: Chief Executive Officer

CANDIDATE.GURU, INC. (DELAWARE)

By: DocuSigned by:
Christopher Daniels
EC:9CF765FA8B8A

Name: Christopher Daniels

Title: Chief Executive Officer