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**DATE: 5/25/18**

**NAME: ZEA BIOSCIENCES CORP**

**TYPE OF FILING: MERGER**

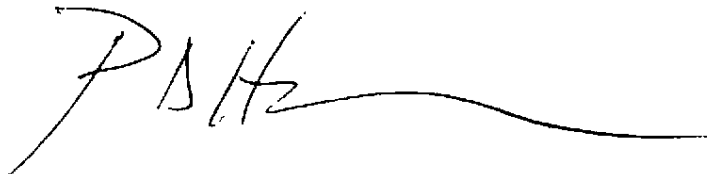
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STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
ZEA BIOSCIENCES CORP  
(a Florida Corporation)  
AND  
ZEA MERGER CORP  
(a Delaware corporation)

To the Department of State  
State of Florida

In accordance with Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), the domestic business corporation and the foreign business corporation herein named do hereby adopt the following Articles of Merger.

1. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging Zea Biosciences Corp, a Florida corporation ("Zea Bio") with and into Zea Merger Corp, a Delaware corporation ("Zea Merger"), as approved by the unanimous written consent of the Board of Directors of Zea Bio on May 3, 2018 and adopted by the unanimous written consent of the Board of Directors of Zea Merger on May 3, 2018.

2. The shareholders of Zea Bio holding a majority of the shares entitled to vote on the Plan of Merger approved and adopted the Plan of Merger by written consent on May 17, 2018 in accordance with Section 607.1103 and 607.0704 of the FBCA.

3. The merger of Zea Bio with and into Zea Merger is permitted by the laws of the jurisdiction of organization of Zea Merger and has been authorized in compliance with said laws. The date of approval and adoption of the Plan of Merger by the shareholder of Zea Merger was May 3, 2018.

4. The effective date of the merger herein provided for shall be the date of the filing of these Articles of Merger with the Florida Department of State.

5. The address of the principal office of Zea Merger is 85 West Street, 3<sup>rd</sup> Floor, Walpole, MA 02081.

6. Zea Merger is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Zea Bio.

*[Signature page follows.]*

Executed on May 25, 2018.

ZEA BIOSCIENCES CORP

By: 

Name: James Wilson

Title: Chief Executive Officer

ZEA MERGER CORP

By: 

Name: James Wilson

Title: Chief Executive Officer

**EXHIBIT A**

**Plan of Merger**

*See attached.*

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of May 3, 2018, by and between ZEA Merger Corp, a Delaware corporation, and Zea Biosciences Corp, a Florida corporation.

WHEREAS, this Agreement and Plan of Merger has been adopted as of May 3, 2018 by resolutions of the Board of Directors of Zea Biosciences Corp, a business corporation organized under the laws of the State of Florida ("Zea Bio") and adopted by resolutions of the Board of Directors of Zea Merger Corp, a business corporation organized under the laws of the State of Delaware ("Zea Merger"), and

WHEREAS, the names of the corporations planning to merge are Zea Biosciences Corp and Zea Merger Corp; and

WHEREAS, the name of the surviving corporation into which Zea Biosciences Corp plans to merge is Zea Merger Corp, which upon the Effective Time, as hereinafter defined, of the merger will change its name to "Zea Biosciences Corp"

1. Pursuant to the provisions of the Florida Business Corporation Act (the "FBCA") and pursuant to the provisions of the Delaware General Corporation Law (the "DGCL"), Zea Bio shall merge (the "Merger") with and into Zea Merger, which shall be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") upon the Effective Time of the Merger and which shall continue to exist as the surviving corporation under the name "Zea Biosciences Corp" pursuant to the provisions of DGCL. The separate existence of Zea Bio shall cease as of the Effective Time in accordance with the provision of the FBCA. The Surviving Corporation shall possess all the rights, privileges, immunities, powers and purposes of Zea Bio and Zea Merger, and shall by operation of law assume and be liable for all the liabilities and obligations of both Zea Bio and Zea Merger.

2. The Merger shall become effective upon the filing of the Articles of Merger with the Florida Department of State (the "Effective Time"), and Zea Merger will continue its existence as the Surviving Corporation thereafter pursuant to the DGCL.

3. Upon the Effective Time, all of the estate, property, rights, privileges, powers and franchises of Zea Bio shall vest in and be held and enjoyed by the Surviving Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by Zea Bio in its name, and the Surviving Corporation shall assume all of the obligations of Zea Bio.

4. By virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of Zea Bio issued and outstanding prior to the Merger, shall be converted into one share of Common Stock of Zea Merger, \$0.001 par value per share. Upon the Effective Time of the Merger, each share of capital stock of Zea Merger issued and outstanding immediately prior to the Effective Time of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding, shall be canceled and retired and shall cease to exist.

5. By virtue of the Merger and without any action on the part of the holders thereof, each warrant to purchase shares of Common Stock of Zea Bio ("Zea Bio Warrant"), whether vested or unvested, that is outstanding and unexercised as of immediately prior to the Effective Time shall, as of the Effective Time, cease to represent a right to acquire shares of Common Stock of Zea Bio and shall be converted into a warrant ("Zea Merger Warrant") to acquire, on the same terms and conditions (including with respect to vesting, exercisability and the ability to pay the exercise price and satisfy applicable tax or other withholding obligations by reduction of the amount of shares otherwise deliverable) as were applicable to such Zea Bio Warrant immediately prior to the Effective Time, the number of shares of Common Stock of Zea Merger (rounded, if necessary, down to the nearest whole share) equal to the number of shares of Common Stock of Zea Bio subject to such Zea Bio Warrant as of immediately prior to the Effective Time, at an exercise price per share of Common Stock of Zea Merger (rounded, if necessary, up to the nearest whole cent) equal to the exercise price per share of Common Stock of Zea Bio under such Zea Bio Warrant.

6. By virtue of the Merger and without any action on the part of the holders thereof, each convertible promissory note convertible into securities of Zea Bio ("Zea Bio Convertible Notes") that is outstanding and not converted immediately prior to the Effective Time shall, as of the Effective Time, be assumed by Zea Merger and such Zea Bio Convertible Notes shall thereafter be convertible on the same terms and conditions and into the kind and amount of securities of Zea Merger deliverable upon conversion of such Zea Bio Convertible Notes that such holder of Zea Bio Convertible Notes would have been entitled in such Merger if such Zea Bio Convertible Notes had been convertible and converted immediately prior to the Effective Time of the Merger.

7. The Certificate of Incorporation of Zea Merger at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, except that Article I of the Certificate of Incorporation of Zea Merger shall be amended in its entirety as follows:

**"Article One**

The name of the corporation is Zea Biosciences Corp (the "Corporation")."

The Certificate of Incorporation of Zea Merger may be further amended after the Effective Time as set forth therein or in its Bylaws or pursuant to the DGCL.

8. The Bylaws of Zea Merger at the Effective Time shall continue to be the Bylaws of the Surviving Corporation, which Bylaws may be amended after the Effective Time as set forth therein or in its Certificate of Incorporation or pursuant to DGCL.

9. From and after the Effective Time until successors are duly elected or appointed in accordance with applicable law, the officers and directors of Zea Merger at the Effective Time shall continue to be the officers and directors of the Surviving Corporation.

10. The Agreement and Plan of Merger herein made and approved shall be submitted to the shareholders of Zea Bio and Zea Merger for their approval or rejection in the manner prescribed by the provisions of the FBCA and the DGCL.

11. In the event that the Agreement and Plan of Merger shall have been duly approved by the shareholders of Zea Bio entitled to vote thereon in the manner prescribed by the provisions of the FBCA, and in the event that the Merger shall have been duly approved by the stockholders of Zea Merger entitled to vote thereon in the manner prescribed by the provisions of the DGCL, each of Zea Bio and Zea Merger hereby stipulate that they will cause to be executed and filed and/or recorded with the appropriate government agency any document or documents prescribed by the laws of the State of Florida and of the State of Delaware, subject however, to any provision or provisions hereinafter contained for abandoning this Agreement and Plan of Merger before or after the adoption of the same on their behalf.

12. The Board of Directors and the proper officers of Zea Bio and Zea Merger, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or the Merger herein provided for.

13. At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of Zea Bio and Zea Merger.

14. In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

*[Remainder of Page Intentionally Blank]*

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

ZEA BIOSCIENCES CORP.

By: 

Name: James Wilson

Title: Chief Executive Officer

ZEA MERGER CORP.

By: 

Name: James Wilson

Title: Chief Executive Officer