

P15000049459

(Requestor's Name)

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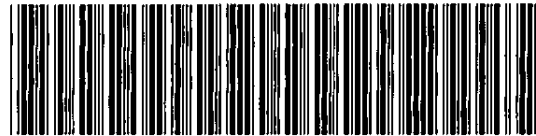
(Business Entity Name)

(Document Number)

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DEPARTMENT OF STATE
16 APR 21 PM 4:36

FILED
16 APR 21 AM 8:32
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Morgan

APR 22 2016

R. WHITE

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 112542 7110208

AUTHORIZATION :

COST LIMIT :

[Signature]
\$ 70.00

ORDER DATE : April 21, 2016

ORDER TIME : 3:17 PM

ORDER NO. : 112542-015

CUSTOMER NO: 7110208

ARTICLES OF MERGER

LEVEN LABS INC.

INTO

LEVEN LABS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender -- EXT. 62956

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
(Profit Corporations)

FILED
16 APR 21 AM 8:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
Leven Labs, Inc.	Delaware	

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Leven Labs Inc.	Florida	P15000049459

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.)

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
April 21, 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 April 21, 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

Daniel Rua, CEO

Daniel Rua, CEO

AGREEMENT AND PLAN OF MERGER

April 21, 2016

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is submitted in compliance with Section 607.1104 of the Florida Statutes and in accordance with the Delaware General Corporation Law and is made by and between Leven Labs Inc., a Florida corporation ("**FL Company**"), and Leven Labs, Inc., a Delaware corporation ("**DE Company**" and together with the FL Company, the "**Constituent Corporations**").

WHEREAS, the shareholders of the FL Company and the stockholders of the DE Company believe it is in the best interest of the Constituent Corporations for the FL Company to merge with and into the DE Company and for the DE Company to be the surviving corporation in the merger.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

1.1 Names and Jurisdictions of FL Company and DE Company.

(a) **FL Company.** The name and jurisdiction of the FL Company is Leven Labs Inc., a Florida corporation.

(b) **DE Company.** The name and jurisdiction of the DE Company is Leven Labs, Inc., a Delaware corporation.

ARTICLE II

2.1 Merger of FL Company with and into DE Company.

(a) **Agreement to Acquire FL Company.** Subject to the terms of this Agreement, FL Company shall be merged with and into DE Company (the "**Merger**").

(b) **Effective Time of the Merger.** The Merger shall become effective upon the filing of a Certificate of Merger with the Delaware Secretary of State and Articles of Merger with the Florida Secretary of State. The time of such filings is referred to as the "**Effective Time**".

(c) **Surviving Corporation.** At the Effective Time, FL Company shall be merged into DE Company and the separate corporate existence of FL Company shall thereupon cease. DE Company shall be the surviving corporation in the Merger (the "**Surviving Corporation**") and shall succeed, without other transfer, to all the rights, privileges, powers, franchises and property of FL Company (including, without limitation, any and all of FL Company's right, title and interest in the FL Company Intellectual Property) and shall be subject to all the debts and liabilities of FL Company in the same manner as if the Surviving Corporation

had itself incurred them. For purposes of this Agreement, “**FL Company Intellectual Property**” means and includes, without limitation, any patent, patent application, invention (whether or not patentable), invention disclosure, know-how, trade secret, information, proprietary right, trademark (whether or not registered), any and all agreements or arrangements pertaining thereto, and any other intellectual property right of any kind or nature.

2.2 Effects of the Merger; Additional Actions. The Merger shall have the effects set forth in §607.1106 of the Florida Statutes and §259 of the Delaware General Corporation Law.

ARTICLE III

3.1 Name of Surviving Corporation. The name of the Surviving Corporation shall be “Leven Labs, Inc.”.

3.2 Certificate of Incorporation of Surviving Corporation. At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall remain unchanged, until thereafter duly altered, amended or repealed as provided by applicable law.

3.3 Bylaws of Surviving Corporation. At the Effective Time, the Bylaws of the Surviving Corporation shall be the same as the Bylaws of DE Company immediately prior to the Effective Time, until thereafter duly altered, amended or repealed as provided by applicable law.

3.5 Officers and Directors of Surviving Corporation. At the Effective Time, the officers and directors of the Surviving Corporation shall be the same as the officers and directors of DE Company immediately prior to the Effective Time, until their successors shall have been elected or appointed and qualified.

ARTICLE IV

4.1 Effect on the Capital Stock

(a) FL Company. At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto or any holder thereof:

(i) Common Stock. Each share of the Common Stock, no par value per share, of the FL Company issued and outstanding immediately prior to the Effective Time shall be exchanged for and converted into one fully paid and nonassessable share of the Common Stock of the Surviving Corporation, par value \$0.00001 per share.

(ii) Stock Certificates. Following the Effective Time, each stock certificate of FL Company evidencing ownership of any such shares shall represent the right to receive such shares of capital stock of the Surviving Corporation as they are to receive in the Merger. Each stockholder shall promptly deliver to the Surviving Corporation certificates evidencing shares of FL Company whereupon the

Surviving Corporation shall deliver to them certificates evidencing such shares in the Surviving Corporation.

(b) **The Surviving Corporation.** The outstanding shares of the Surviving Corporation prior to the Merger shall be cancelled or terminated as of the Effective Time without consideration received in exchange therefor.

(c) **Dissenters' Rights, if applicable.**

(i) If applicable, shareholders of FL Company, who, except for the applicability of §607.1104 of the Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to §607.1321 of the Florida Statutes may be entitled, if they comply with the provisions of Chapter 607 of the Florida Statutes regarding the rights of dissenting shareholders, to be paid the fair market value of their shares.

(ii) Notwithstanding any provision herein to the contrary, if for any reason any holder of shares of the capital stock of FL Company shall become entitled to payment of the value of such shares pursuant to the provisions of §607-1301 et. seq. of the Florida Statutes by reason of the transactions contemplated by this Agreement, then such holder shall be entitled to receive such payment only and shall not be entitled to receive the consideration described in this Article.

ARTICLE V

5.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, the FL Company shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the FL Company shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the FL Company and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of the FL Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.2 Termination. Notwithstanding the approval of this Agreement by the shareholders of FL Company and the stockholders of DE Company, to the extent permitted by law, this Agreement may be terminated and abandoned at any time prior to the Effective Time by mutual consent of the Boards of Directors of FL Company and DE Company.

5.2 Amendment. To the extent permitted by law, this Agreement may be amended by the Boards of Directors of FL Company and DE Company at any time before or after approval hereof by the shareholders of FL Company and the stockholders of DE Company, but, after such approval, no amendment shall be made that by law requires the further approval of such shareholders/stockholders without obtaining such approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

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

LEVEN LABS INC.,
a Florida corporation

LEVEN LABS, INC.
a Delaware corporation

By: Daniel Rua
Daniel Rua, CEO

By: Daniel Rua
Daniel Rua, CEO