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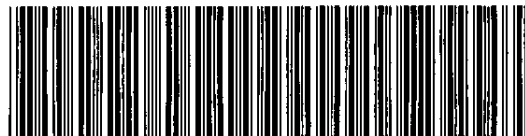
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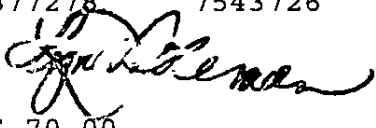
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OCT 23 2017

T. LEMIEUX

Merger

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

ACCOUNT NO. : I20000000195  
REFERENCE : 877278 7543726  
AUTHORIZATION :   
COST LIMIT : \$ 70.00

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ORDER DATE : October 20, 2017  
ORDER TIME : 12:34 PM  
ORDER NO. : 877278-010  
CUSTOMER NO: 7543726

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ARTICLES OF MERGER

VEHICLE DNA INC.

INTO

VEHICLE DNA INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: \_\_\_\_\_

## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
VEHICLE DNA INC.	Delaware

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

<u>Name</u>	<u>Jurisdiction</u>
VEHICLE DNA INC.	Florida

**Third:** The laws of the state of Delaware and the state of Florida permit such merger.

**Fourth:** The Plan of Merger is attached as Exhibit A.

**Fifth:** The merger shall become effective on the date and time that these Articles of Merger are filed with the Florida Department of State, Division of Corporations.

**Sixth:** The Plan of Merger was adopted by the board of directors of the VEHICLE DNA INC., a Delaware corporation, on October 20, 2017, and shareholder approval was not required.

**Seventh:** The Plan of Merger was adopted by the board of directors of VEHICLE DNA INC., a Florida corporation, on October 20, 2017, and was approved by the shareholders hereof.

**Eighth:** It is agreed that, upon the merger becoming effective, VEHICLE DNA INC.

- a. Appoints 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 the merging Florida corporation; and
- b. Agrees to promptly pay to the dissenting shareholders of the merging Florida Corporation the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act with respect to the rights of dissenting shareholders/

**Ninth:** The undersigned corporation has caused this statement to be signed by a duly authorized officer or director who affirms, under penalties of perjury, that the facts stated above are true and correct.

Dated: October 20, 2017

VEHICLE DNA INC., a Florida corporation

*Jon Poley*

By: \_\_\_\_\_

Jon Poley, CEO

(Signatures continue on following page)

Dated: October 20, 2017

VEHICLE DNA INC., a Delaware corporation

*Jon Poley*

By: \_\_\_\_\_  
Jon Poley, CEO

EXHIBIT A

(Attached hereto)

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of October 20, 2017, by and between Vehicle DNA Inc. a Delaware corporation ("**Acquiror**"), and Vehicle DNA Inc., a Florida corporation (the "**Company**" and, collectively with the Acquiror, the "**Parties**").

### RECITALS

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

**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 Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**");

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable 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; and

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**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:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Acquiror**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

"**Certificates**" has the meaning set forth in Section 3.4.

"**Company**" has the meaning set forth in the Preamble.

"**Company Common Shares**" has the meaning set forth in Section 3.1(a).

"**Confidential Information**" has the meaning set forth in Section 4.1.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of the Company as set forth in Section 2.4, which shall be at the time and on the date that articles of merger are filed with the Florida Department of State, Division of Corporations.

"**FBCA**" has the meaning set forth in the Recitals.

"**Merger**" has the meaning set forth in the Recitals.

"**Parties**" has the meaning set forth in the Preamble.

"**Surviving Corporation**" has the meaning set forth in Section 2.1.

"**Surviving Corporation Common Shares**" has the meaning set forth in Section 3.1(a).

*Any other terms defined herein have the meaning so given them.*

## ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall cease and the Acquiror shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors 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 until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of the Company.

## ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the Company's common shares, par value \$0.01 per share ("**Company Common Shares**") into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire Company Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror, the Company, or the Company's shareholders:

(a) Each Company Common Share issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive the number of validly issued, fully paid and non-assessable common shares, par value \$0.0001 per share, of the Surviving Corporation as set forth on Exhibit A attached hereto ("**Surviving Corporation Common Shares**");

(b) Each Company Common Share that is owned by the Acquiror or the Company (as treasury shares or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) Each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Share Certificates. Upon surrender by the shareholders of the Company of the certificate or certificates (the "**Certificates**") (if any) that immediately prior to the Effective Time evidenced outstanding shares of Company Common Shares 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 one or more Surviving Corporation Common Shares representing, in the aggregate, the whole number of shares that such holder has the right to receive pursuant to Section 3.1 after taking into account all Company Common Shares then held by such holder. 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 Surviving Corporation Common Shares pursuant to Section 3.1. If no Certificates were issued prior to the Effective Time to evidence the outstanding shares of Company Common Shares, the holder of such Company Common Shares shall still be entitled to the Surviving Corporation Common Shares pursuant to Section 3.1.

#### ARTICLE IV: OTHER PROVISIONS

4.1 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.2 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

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

4.4 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.

4.5 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.

4.6 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 a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish 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.

#### 4.7 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Miami-Dade County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.8 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.



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

Vehicle DNA, Inc., a Delaware corporation

*Jon Poley*

By \_\_\_\_\_  
Name: Jon Poley  
Title: Chief Executive Officer

Vehicle DNA, Inc., a Florida corporation

*Jon Poley*

By \_\_\_\_\_  
Name: Jon Poley  
Title: Chief Executive Officer