

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.

((H16000294939 3)))



H16000294939ABCA

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 : CORPORATE CREATIONS INTERNATIONAL INC.  
Account Number : 110432003053  
Phone : (561)694-8107  
Fax Number : (561)694-1639

DEC 05 2016

R. WHITE

\*\*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  
GEOVEST CORP.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$78.75

16 DEC -2 AM 9:23

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**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)
<u>GEOVEST CORP.</u>	<u>FLORIDA</u>	<u>P16000064064</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>375 STATE ST. CORP.</u>	<u>NEW YORK</u>	<u>1575652</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 11/29/2016.

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 11/29/2016.

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)

**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

**GEOVEST CORP.**

**Geoffrey Shottwell, President**

**375 STATE ST. CORP.**

**Geoffrey Shotwell, President**

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement and Plan of Merger"), dated the 29th day of November, 2016 between **375 STATE ST. CORP.**, a New York corporation ("375 State") and **GEOVEST CORP.**, a Florida corporation (the "GVFL"), said entities being collectively referred to as the "Constituent Entities."

**WHEREAS**, the directors of 375 State and the directors of GVFL deem it advisable that 375 State be merged into GVFL in accordance with the New York Business Corporation Law (the "BCL") and the Florida Statutes (the "FS") (collectively, the "Laws").

**NOW THEREFORE**, in consideration of the promises and of the mutual agreements herein contained, the Constituent Entities hereby agree, and do hereby plan to merge upon the terms and conditions below stated.

1.1. **The Merger.** Upon the terms of this Agreement and Plan of Merger, and in accordance with the applicable provisions of the Laws, 375 State will be merged with and into GVFL (the "Merger"). Following the Merger, GVFL shall continue in existence as the entity to survive the Merger and the separate corporate existence of 375 State will cease.

1.2. **Approval of the Merger.** This Agreement and Plan of Merger shall be submitted to the shareholders of 375 State and the shareholders of GVFL, as provided by the provisions of the Laws, and will take effect, and be deemed taken to be the Agreement and Plan of Merger of the Constituent Entities only upon the approval or adoption thereof by the shareholders of each of the Constituent Entities.

1.3. **Certificates of Merger and Effective Time.** Upon approval of the Merger in accordance with Section 1.2, 375 State and GVFL will consummate the Merger by filing (i) with the Department of State of the State of Florida a Certificate of Merger and (ii) with the Department of State of the State of New York a Certificate of Merger, each to be effective as of the date and time of the completion of such filings. The date and time on which the Merger becomes effective is herein called the "Effective Time."

1.4. **Mode of Effecting the Merger.** The mode of carrying the Merger into effect and the manner and basis for converting or exchanging the shares of capital stock of 375 State into securities, cash or other property of GVFL, will be as follows: Upon the Effective Time, (a) each share of common stock of 375 State which is then issued and outstanding shall be canceled and will cease to be outstanding and (b) each share of common stock of GVFL which is then issued and outstanding shall remain issued and outstanding.

**1.5. Effects of the Merger.**

(a) The Merger will have the effect set forth in Section 607.1105 of the FS and Section 907 of the BCL.

(b) No changes or amendments are desired in the Articles of Incorporation or by-laws of GVFL. No changes are desired regarding the registered agents of GVFL.

**1.6. Capitalization of Disappearing Corporation and Surviving Entity.**

(a) As of the date of this Agreement and Plan of Merger, the authorized capital stock of 375 State consists of Two Hundred (200) shares of common stock, of which Two Hundred (200) shares are issued and outstanding. The outstanding shares of 375 State are owned by Geoffrey Shotwell and Paul Vestigo and are validly issued, fully paid and non-assessable. The number of issued and outstanding shares of 375 State are not subject to change prior to the Effective Time.

(b) As of the date of this Agreement and Plan of Merger, the authorized capital stock of GVFL consists of Two Hundred (200) shares of common stock, of which Two Hundred (200) shares are issued and outstanding. The outstanding shares of GVFL are owned by Geoffrey Shotwell and Paul Vestigo and are validly issued, fully paid and non-assessable. The number of issued and outstanding shares of GVFL are not subject to change prior to the Effective Time.

**1.7. Articles of Incorporation and By-Laws.** Upon completion of the Merger, the Certificate of Incorporation and By-Laws of 375 State in effect immediately prior to the Effective Time, shall cease to be in effect and the current Articles of Incorporation and By-Laws of GVFL shall govern GVFL.

**1.8. Deliveries by the Constituent Entities.**

(a) On or prior to the Effective Time, 375 State will deliver to GVFL all documents, instruments and writings required to be delivered to GVFL by 375 State at or prior to the Effective Time pursuant to this Agreement and Plan of Merger or otherwise required in connection herewith.

(b) On or prior to the Effective Time, GVFL will deliver to 375 State all other documents, instruments and writings required to be delivered to 375 State by GVFL at or prior to the Effective Time pursuant to this Agreement and Plan of Merger or otherwise required in connection herewith.

**1.9. Right to Abandon Merger.** The directors of 375 State and the directors of GVFL shall each have the power, in their discretion, to abandon the Merger provided for herein

at any time prior to the filing of both the Certificates of Merger pursuant to Section 1.3 of this Agreement and Plan of Merger.

1.10. Amendment. Subject to applicable law, this Agreement and Plan of Merger may be amended, modified or supplemented at any time prior to the Effective Time with respect to any of the terms contained herein, but only by written agreement of 375 State and GVFL.

1.11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the address of such party first stated above, or at such other address for a party as shall be specified by like notice.

1.12. Expenses. All expenses incurred in connection with the Merger shall be assumed and paid by GVFL.

1.13. Governing Law. This Agreement and Plan of Merger will be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Florida.

1.14. Headings. The article and section headings contained in this Agreement and Plan of Merger are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement and Plan of Merger.

1.15. Entire Agreement. This Agreement and Plan of Merger, including the documents, certificates and instruments referred to herein, embodies the entire agreement and understanding by the parties hereto in respect of the transactions contemplated by this Agreement and Plan of Merger and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between the parties with respect to such transactions. There are no agreements, representations, warranties, promises, covenants, arrangements or understandings, other than those expressly set forth or referred to herein.

[SIGNATURE PAGE TO FOLLOW]

375 STATE ST. CORP., a New York corporation

**By:**

**GEOVEST CORP.** *A Florida Corporation*

**By:**

Name: Geoffrey Shotwell  
Title: President