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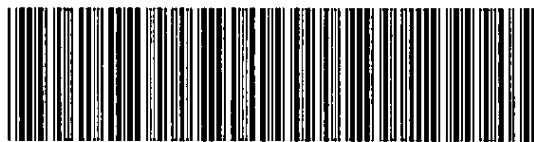
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FILED

2018 AUG 27 AM 11:29

SECRETARY OF STATE
TALLAHASSEE, FL

R. WHITE
AUG 31 2018

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Simple Transport, 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:

Joshua M. Simpkins

Contact Person

Cook, Sladoje & Wittenberg Co., LPA

Firm/Company

250 East Broad Street, Suite 1725

Address

Columbus, Ohio 43215

City/State and Zip Code

simpletransportinc@gmail.com

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

For further information concerning this matter, please call:

Joshua Simpkins

Name of Contact Person

At (614) 230-0670

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 **FILED**

(Profit Corporations)

2018 AUG 27 AM 11:29

SECRETARY OF STATE
TALLAHASSEE, FL

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)
Simple Transport, Inc.	Florida	P18000044807

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Simple Transport, Inc	Ohio	N/A

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 09 / 01 / 2018 (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 July 27, 2018.

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 July 27, 2018.

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

Simple Transport, Inc.



Chad Turner, President

Simple Transport, Inc

[Signature]

Chad Turner, President

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:

Name

Jurisdiction

Simple Transport, Inc.

Florida

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

Name

Jurisdiction

Simple Transport, Inc

Ohio

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger.

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)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made effective as of the 1st day of September, 2018, by and among SIMPLE TRANSPORT, INC., an Ohio corporation ("ST OHIO") and SIMPLE TRANSPORT, INC., a Florida corporation ("ST FLORIDA").

Recitals

A. The Boards of Directors of ST OHIO and ST FLORIDA have approved the merger of ST OHIO into ST FLORIDA (the "Merger"), pursuant to this Agreement and Plan of Merger (the "Merger Agreement") in accordance with the provisions of the Ohio Revised Code.

B. For federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I **THE MERGER**

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement, ST OHIO shall be merged into ST FLORIDA and the separate existence of ST OHIO shall thereupon cease. As such ST OHIO will be the disappearing corporation (the "Disappearing Corporation"), ST FLORIDA will be the surviving corporation (the "Surviving Corporation") and will continue in existence under the laws of the State of Florida.

1.2 Effective Time. Provided that this Agreement has not been terminated or abandoned, the parties will cause a duly executed Certificate of Merger to be filed with the office of the Secretary of State of Ohio, as required by Section 1701.81 of the Ohio Revised Code and the Florida Department of State Division of Corporations as required by Section 607.1105 of the Florida Statutes, and the Merger will become on September 1, 2018 (the "Effective Time").

ARTICLE II
CONVERSION OF SHARES

2.1 Conversion of Shares in the Merger. The method of converting the shares of the Disappearing Corporation into shares of the Surviving Corporation shall be as follows:

- (a) Each share of common stock of ST FLORIDA, issued and outstanding on the effective date of the merger shall continue to be one (1) share of common voting stock of no par value of the Surviving Corporation, and
- (b) All issued and outstanding shares of common stock of ST OHIO shall forthwith be surrendered to the Surviving Corporation for cancellation, and no shares of the Surviving Corporation shall be issued or issuable in respect thereof.

2.2 Closing. The closing (the "Closing") of the transaction contemplated by this Agreement shall take place at such time, date, place as the parties hereto shall agree (the "Closing Date").

ARTICLE III
THE SURVIVING CORPORATION

3.1 Articles of Incorporation; Code of Regulations. The Articles of Incorporation a of ST FLORIDA as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time.

3.2 Board of Directors. Effective as of the Effective Time, the Board of Directors of ST FLORIDA shall consist of the following members:

Chad Turner

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 General Statement. The parties make the representations and warranties to each other which are set forth in this Article IV. The survival of all such representations and warranties shall be in accordance with Section 8.1 hereof.

4.2 Representations and Warranties of ST FLORIDA. ST FLORIDA represents and warrants to ST OHIO, as of the date hereof and at the Effective Time, as follows:

4.2.1 Corporate Status.

- (a) ST FLORIDA is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) The copies of the Articles of Incorporation and minutes of ST FLORIDA approving the Merger which have been heretofore or will simultaneously with the execution hereof be delivered to ST OHIO, are in all respects true, correct and complete, and reflect all amendments therein as of the date hereof.

4.2.2 Authority for Agreement. ST FLORIDA has full right, power, legal capacity and authority to enter into this Agreement and to perform its obligations hereunder and this Agreement is valid and binding upon and enforceable against ST FLORIDA in accordance with its terms.

4.2.3 No Breach or Default. The execution and delivery of this Agreement, and the consummation of the transactions herein provided will not:

- (a) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any contract, agreement, license or other instrument or obligation of any kind or nature to which ST FLORIDA is a party, or by which the stock of ST FLORIDA may be bound or affected;
- (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or require the approval, consent or permission of any governmental body or agency; or
- (c) violate any provision of the Articles of Incorporation or Code of Regulations of ST FLORIDA.

4.2.4 Brokerage Fees. ST FLORIDA is not obligated for, nor has it agreed to pay, any brokerage commission, finder's fee or other similar fee or charge relative to the execution of this Agreement or the consummation of the transactions herein provided for.

4.3 Representations and Warranties of ST OHIO. ST OHIO, as of the date hereof and at the Effective Time as follows:

4.3.1 Corporate Status.

- (a) ST OHIO is a corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio.

- (b) The copies of the Articles of Incorporation and minutes of ST OHIO approving the Merger which have been heretofore or will simultaneously with the execution hereof be delivered to ST FLORIDA, are in all respects true, correct and complete, and reflect all amendments therein as of the date hereof.

4.3.2 Authority for Agreement. ST OHIO has full right, power, legal capacity and authority to enter into this Agreement and to perform its obligation hereunder and this Agreement is valid and binding upon and enforceable against ST OHIO in accordance with its terms.

4.3.3 No Breach or Default. The execution and delivery of this Agreement, and the consummation of the transactions herein provided will not:

- (a) result in the breach of any of the terms or conditions of, or constitute a default under, or in any manner release any party thereto from any obligation under, any contract, agreement, license or other instrument or obligation of any kind or nature to which ST OHIO is a party, or by which the stock of ST OHIO may be bound or affected;
- (b) violate any order, writ, injunction or decree of any court, administrative agency or governmental body, or require the approval, consent or permission of any governmental body or agency; or
- (c) violate any provision of the Articles of Incorporation or Code of Regulations of ST OHIO.

4.3.4 Brokerage Fees. ST OHIO is not obligated for, nor has it agreed to pay, any brokerage commission, finder's fee or other similar fee or charge relative to the execution of this Agreement or the consummation of the transactions herein provided for.

ARTICLE V COVENANTS

5.1 Conduct of Business of ST FLORIDA Pending the Merger. ST FLORIDA agrees that from the date hereof and prior to the Effective Time or earlier termination of this Agreement:

5.1.1 Consistent Practice. ST FLORIDA shall operate its business in the ordinary course consistent with prior practice.

5.1.2 Stock and Debt. ST FLORIDA shall not issue or redeem any capital stock and shall not incur any debt other than in the ordinary course of business.

5.1.3 Capitalization. ST FLORIDA shall have taken all necessary action to authorize shares for issuance hereunder.

5.2 Conduct of Business of ST OHIO Pending the Merger. ST OHIO agrees that from the date hereof and prior to the Effective Time or earlier termination of this Agreement:

5.2.1 Consistent Practice. ST OHIO shall operate its business in the ordinary course consistent with prior practice.

5.2.2 Stock and Debt. ST OHIO shall not issue or redeem any capital stock and shall not or incur any debt other than in the ordinary course of business.

ARTICLE VI CONDITIONS TO CLOSING

6.1 Conditions to Obligations of ST FLORIDA to Effect the Merger. The obligations of ST FLORIDA to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time:

6.1.1 Shareholder Approval. This Agreement and the transactions contained herein shall have been approved by all the shareholders of ST FLORIDA.

6.1.2. Representations and Warranties. All representations and warranties set forth in Section 4.2 shall be true as of the Closing Date.

6.2 Conditions to Obligations of ST OHIO to Effect the Merger. The obligations of ST OHIO to effect the Merger are subject to the fulfillment of all of the following conditions precedent at or prior to the Effective Time:

6.2.1 Shareholder Approval. This Agreement and the transactions contained herein shall have been approved by all the shareholders of ST OHIO.

6.2.2 Representations and Warranties. All representations and warranties set forth in Section 4.3 shall be true as of the Closing Date.

ARTICLE VII TERMINATION, AMENDMENT AND WAIVER

7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of ST FLORIDA and ST OHIO:

- (a) By mutual consent of ST FLORIDA and ST OHIO; or
- (b) By either ST FLORIDA or ST OHIO if (i) the requisite vote of the shareholders of ST OHIO to approve this Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called therefore, or (ii) the requisite vote of the shareholders of ST FLORIDA to approve this Agreement and the transactions contemplated hereby and thereby shall not be obtained at the meetings, or any adjournments thereof, called therefore.

7.2 Effective Termination. In the event of termination of this Agreement by either ST FLORIDA or ST OHIO, as provided in Section 7.1, this Agreement shall forthwith become void and there shall be no liability on the part of either ST FLORIDA or ST OHIO or their respective officers or directors.

7.3 Amendment. No material amendment to this Agreement shall be made without approval by the shareholders of both ST FLORIDA and ST OHIO.

7.4 Waiver. The parties hereto may waive any breach of representations, warranties or documents.

ARTICLE VIII MISCELLANEOUS

8.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by any party in this Agreement or pursuant hereto shall survive the Merger for a period of one (1) year from the Effective Time.

8.2 Entire Agreement. This Agreement and all other agreements referenced herein constitute all of the agreements between the parties as of the Closing.

8.3 Non-Waiver. Failure of any party to insist upon performance of terms, covenants, or conditions shall not be construed as a subsequent waiver of any such terms, covenants or conditions.

8.4 Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, that when taken together shall constitute a single instrument; provided that original signed counterpart copies are delivered to each party.

8.5 Severability. The invalidity or unenforceability of any term or provision, or any clause or portion thereof, of this Agreement shall in no way impair or affect the validity or enforcement of any other provision of this Agreement, which shall remain in full force and effect.

8.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

8.7 Binding Effect. This Agreement shall be binding upon the heirs, executors and administrators of the parties and upon the assigns of all parties. A duly authorized officer of the Corporation and the executor or administrator of a deceased Stockholder shall make, execute, and deliver any documents necessary to carry out this Agreement.

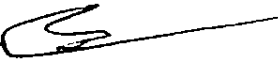
IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the date first above written.

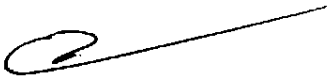
ST FLORIDA:

ST OHIO:

SIMPLE TRANSPORT, INC.

SIMPLE TRANSPORT, INC

By 
Chad Turner, President

By 
Chad Turner, President