

P18000071576

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Account#: 1200000000088

Date: 12/18/2018

Name: Jennifer Bialowas

Reference #: 1006943

Entity Name: DESIGNRUSH INC.

- ☐ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Change of Agent
- ☐ Reinstatement
- ☐ Conversion
- ☒ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☐ Other

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Authorized Amount: 70.00

Signature: *Jennifer Bialowas*

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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)
Designrush Inc.	Florida	P18000071576

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Designrush Inc.	New York	N/A

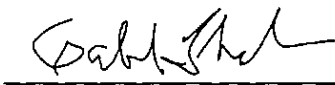
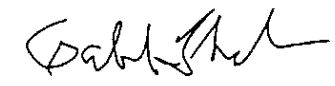
Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the shareholders of the surviving corporation on October 26, 2018.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation(s) on October 26, 2018.

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Designrush Inc.		Gabriel Shaoolian, President
Designrush Inc.		Gabriel Shaoolian, President

AGREEMENT AND PLAN OF MERGER

BETWEEN

DESIGNRUSH INC.
a New York corporation

AND

DESIGNRUSH INC.
a Florida corporation

This AGREEMENT AND PLAN OF MERGER (the “*Plan of Merger*”), dated as of this 26th day of October, 2018, is made by and between DESIGNRUSH INC., a New York corporation (“*Designrush NY*”; also sometimes referred to herein as the “*Merged Corporation*”), and DESIGNRUSH INC., a Florida corporation (“*Designrush FL*”; also sometimes referred to herein as the “*Surviving Corporation*”). Designrush NY and Designrush FL are also sometimes referred to herein together as the “*Constituent Corporations*”.

WITNESSETH:

WHEREAS, the Board of Directors of Designrush FL deems it advisable and in the best interests of Designrush FL and its shareholder that Designrush NY be merged with and into Designrush FL as permitted by the Florida Business Corporation Act (the “*FL Act*”) and the applicable laws of New York under and pursuant to the terms and conditions hereinafter set forth;

WHEREAS, the Board of Directors of Designrush NY deems it advisable and in the best interests of Designrush NY and its shareholders that Designrush NY be merged with and into Designrush FL as permitted by the New York Business Corporation Law, Section 901 *et seq.* (the “*NY Law*”), and the applicable laws of Florida and under and pursuant to the terms and conditions hereinafter set forth:

WHEREAS, immediately prior to the Effective Time (defined below), Designrush NY shall have an authorized capitalization consisting of Ten Million (10,000,000) shares of common stock, no par value, of which Two Million Eight Hundred Thousand (2,800,000) shares shall be issued and outstanding;

WHEREAS, immediately prior to the Effective Time, Designrush FL shall have an authorized capitalization consisting of Ten Million (10,000,000) shares of common stock, no par value, of which one (1) share shall be issued and outstanding;

WHEREAS, the Board of Directors and shareholders of Designrush NY and the Board of Directors and shareholders of Designrush FL have approved this Plan of Merger, in each case by unanimous written consent.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, promises and covenants hereinafter contained and in accordance with the applicable provisions of the FL Act and the New York Law, the parties hereto do hereby agree and covenant as follows:

1. **Parties to Merger.** The parties to the merger set forth herein are Designrush Inc., a New York corporation, and Designrush Inc., a Florida corporation, of which Designrush NY is the sole shareholder as of immediately prior to the Effective Time. Neither of the Constituent Corporations was formed under, or has ever had, a corporate name other than its corporate name set forth in this Plan of Merger.

2. **Terms and Conditions of Merger.** At the Effective Time, Designrush NY shall be merged with and into Designrush FL pursuant to the provisions of the New York Law and the FL Act (the "**Merger**"). and Designrush FL shall be the surviving corporation in the Merger. The date and hour on which the Merger occurs and becomes effective is hereinafter referred to as the "**Effective Time**". The Merger shall occur and be effective on the hour and on the date that a Certificate of Merger has been filed with the Secretary of State of the State of New York as provided in the New York Law, and the Articles of Merger have been filed with the Secretary of State of the State of Florida, as provided in the FL Act, each of which shall occur as soon as practicable following approval of this Plan of Merger by the board of directors and the shareholders of each of the Constituent Corporations.

3. **Name; Articles of Incorporation; Bylaws; Directors; Officers.** From and after the Effective Time:

- 3.1 The name of the surviving corporation shall be: Designrush Inc.
- 3.2 The Articles of Incorporation of Designrush FL as in effect as of immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation.
- 3.3 The Bylaws of Designrush FL as in effect as of immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.
- 3.4 The directors of Surviving Corporation from and after the Effective Time shall be the following persons, each until the expiration of his current term and until his successor is duly elected and qualified or his prior

resignation, removal or death, subject to the Articles of Incorporation, Bylaws and Shareholders' Agreement of the Surviving Corporation:

Gabriel Shaoolian
Paul ter Weeme
Robert J. Bothe

- 3.5 The officers of the Surviving Corporation from and after the Effective Time shall be the following persons, each to hold the respective office(s) until the expiration of his current term and until his successor is duly elected and qualified or his prior resignation, removal or death, subject to the Articles of Incorporation, Bylaws and Shareholders' Agreement of the Surviving Corporation:

Gabriel Shaoolian	Chairman of the Board, Chief Executive Officer, President
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4. Exchange of Stock; Stock Certificates.

- 4.1 At the Effective Time, (a) each share of the common stock of the Merged Corporation issued and outstanding as of immediately prior to the Effective Time shall be exchanged for and converted into one (1) share of the common stock of the Surviving Corporation; and (b) the one (1) share of common stock of the Surviving Corporation issued and outstanding as of immediately prior to the Effective Time shall be cancelled and shall no longer be outstanding, and such cancelled share shall be returned to treasury stock.
- 4.2 Upon or after the Effective Date, each certificate representing the shares of capital stock of the Merged Corporation or the Surviving Corporation outstanding prior to the Effective Time shall be presented and surrendered to the Surviving Corporation, and the surrendered shares shall be cancelled. Regardless of whether so surrendered, each outstanding certificate that prior to the Effective Time represented capital stock of the Merged Corporation or the Surviving Corporation shall be deemed for all purposes to have been cancelled. The Surviving Corporation shall issue certificates representing shares of its capital stock to the holders of such surrendered and cancelled shares of the Merged Corporation as set forth herein.

5. **Succession.** At the Effective Time, the Surviving Corporation shall succeed the Merged Corporation in the manner and as more fully set forth in the New York Law and the FL

Act, and the separate corporate existence of the Merged Corporation shall cease, and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public and private nature and be subject to all of the restrictions, liabilities and duties of the Merged Corporation.

6. **Further Assurances.** From time to time, when and as required by the Surviving Corporation or its successors and assigns, there shall be executed and delivered on behalf of the Merged Corporation such deeds and other instruments, and there shall be taken or caused to be taken on behalf of the Merged Corporation such further and other actions, as shall be necessary or appropriate to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merged Corporation, and otherwise to carry out the purposes of this Plan of Merger (including without limitation treatment of the Merger consistent with Section 7. below), and the officers and directors of the Surviving Corporation are fully authorized by and on behalf of the Merged Corporation to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

7. **Tax Treatment.** The parties agree that for tax purposes, the Merger shall be a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as now or hereafter amended, and that the Employer Identification Number (the "**EIN/TIN**") of the Merging Corporation shall be the EIN/TIN of the Surviving Corporation. The parties further agree that the Surviving Corporation shall be an S-corporation and shall take all such steps as may be required in connection with the election and/or continuation of the Surviving Corporation's S-corporation status.

8. **Amendment and Termination.** Subject to applicable law, this Plan of Merger may be amended by written agreement of the parties hereto at any time prior to the Effective Time. Subject to applicable law, this Plan of Merger may be terminated by the Board of Directors of Designrush FL or the Board of Directors of Designrush NY at any time prior to the Effective Time.


9. **Miscellaneous.** For the convenience of the parties and to facilitate any filing and recording of this Plan of Merger, any number of counterparts hereof may be executed, each of which shall be deemed to be an original of this Plan of Merger, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers, as of the date hereinabove first written.


MERGING CORPORATION:

DESIGNRUSH INC.,
a New York Corporation

By: 
Gabriel Shaoolian, President

SURVIVING CORPORATION:

DESIGNRUSH INC.,
a Florida Corporation

By: 
Gabriel Shaoolian, President