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Merger

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**DATE: 03-28-19**

**NAME: SYSTOPIA INTERNATIONAL, INC.**

**TYPE OF FILING: MERGER**

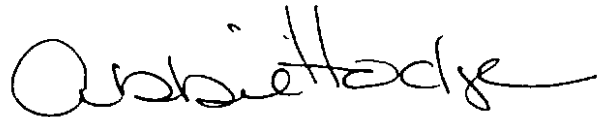
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**AUTHORIZATION: ABBIE/PAUL HODGE**



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File 2ND

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TALLAHASSEE, FL

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>
Systopia International, Inc.	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Systopia International Inc.	California	C3530059

Third: The Plan of Merger is attached.

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

Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on March 28, 2019 and shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on March 28, 2019.

Seventh: SIGNATURES FOR EACH CORPORATION.

SURVIVING ENTITY:

SYSTOPIA INTERNATIONAL, INC.  
a Florida corporation

By: C. Lyons  
Name: Chris Lyons  
Title: Director

MERGING ENTITY:

SYSTOPIA INTERNATIONAL INC.  
a California corporation

By: C. Lyons  
Name: Chris Lyons  
Title: Director

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**ARTICLES OF MERGER**  
**(Profit Corporations)**

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**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

[Agreement and Plan of Merger appears on the following pages]

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 28, 2019, is made and entered into by and between SYSTOPIA INTERNATIONAL, INC., a Florida corporation (the "Acquiror"), and SYSTOPIA INTERNATIONAL INC., a California corporation (the "Merging Entity").

WHEREAS, the Board of Directors of the Acquiror and the Board of Directors and Sole Shareholder of the Merging Entity have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, (1) in the case of the Acquiror, the Acquiror; and (2) in the case of the Merging Entity, the Merging Entity and its sole shareholder; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Entity, in accordance with the California Corporations Code section 1108 (the "CCC") and the Florida Business Corporation Act, Chapter 607, Florida Statutes (the "FBCA"), will merge with and into the Acquiror, with the Acquiror as the surviving entity (the "Merger"); and

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 Acquiror and the Merging Entity agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings given to them by this Section 1:

(a) "Sole Shareholder" means Systopia Consulting Limited.

(b) "Surviving Entity Articles of Incorporation" means the Articles of Incorporation of the Surviving Entity, as described in Section 4 hereof.

2. Plan of Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 1101 and 1103 of the CCC and Section 607.1108 of the FBCA, respectively, the Merging Entity shall be merged with and into Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporation existence of the Merging Entity shall cease, and the Acquiror shall continue as the surviving corporate (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the CCC and the FBCA.

3. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the Acquiror and the Merging Entity shall duly prepare, execute and file Articles of Merger (the "Articles of Merger") complying with Section 1108 of the CCC and Section 607.1109 of the FBCA, respectively, with the Department of State of the State of Florida with respect to the Merger. The Merger shall become effective upon the acceptance for filing of the Articles of Merger by the Secretary of State of the State of Florida (the "Effective Time").

(b) The Merger shall have the effects set forth in the CCC and the FBCA, respectively, including without limitation, Sections 12550 through 12552 of the CCC and Section 607.11101 of the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Merging Entity shall vest in the Acquiror, as the surviving entity of

the Merger, and (ii) all debts, liabilities, obligations and duties of the Merging Entity shall become the debts, liabilities, obligations and duties of the Acquiror, as the surviving entity of the Merger.

4. Organizational Documents. The Articles of Incorporation of the Surviving Entity in effect at the Effective Time, as amended pursuant to the Articles of Merger, shall be the Articles of Incorporation of the Surviving Entity until thereafter amended as provided therein or by the FBCA. From and after the Effective Time, the Surviving Entity and the Sole Shareholder shall become parties to and be governed by the Bylaws of the Surviving Entity in the form adopted by the Sole Shareholder (the "Bylaws"), as amended from time to time.

5. Directors and Officers. The directors and officers of the Surviving Entity from and after the Effective Time shall be the following individuals, as set forth in the Articles of Incorporation of the Surviving Entity:

<u>Name of Individual:</u>	<u>Title(s):</u>
Chris Lyons	Director / Chief Executive Officer / President
Kristi Noyes	Director / Chief Financial Officer
Travis Haugh	Director / Secretary

The foregoing directors and officers shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Articles of Incorporation and Bylaws or as otherwise provided by the FBCA.

6. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Merging Entity or the Shareholder of stock in the Merging Entity:

(a) each one (1) share of common stock in the Merging Entity ("Common Stock"), issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive one (1) share of common stock of the Surviving Entity ("Surviving Entity Common Stock"); and

(b) each share of common stock of the Acquiror that is issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger and shall thereafter be governed by the Bylaws.

7. Certificates. Upon surrender by the shareholders of the Merging Entity of a certificate or certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of the Merging Entity stock 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 Entity Common Stock representing, in the aggregate, the whole number of Common Stock that such holder has the right to receive pursuant to Section 6 after taking into account all shares of the Merging Entity stock then held by such holder. Each of the Certificates surrendered pursuant to the previous sentence shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive Surviving Entity Common Stock pursuant to Section 6, and until such surrender or exchange, no Surviving Entity Common Stock shall be delivered to the holder of such outstanding Certificate in respect thereof.

8. Submission to Service of Process. The Surviving Entity agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent business entity of

Florida, as well as the enforcement of any obligation of the Surviving Entity arising from the Merger, including any suit or other proceeding to enforce the rights of any members as determined in appraisal proceedings pursuant to the provisions of Section 607 of the FBCA, and irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or proceeding. The Secretary of State of the State of Florida shall mail a copy of any such process to the Surviving Entity at 8736 Leeland Archer Blvd., Orlando, Florida 32836.

9. 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 supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. 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.

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

13. 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.

14. 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 such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect 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.

15. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

**ACQUIROR:**

SYSTOPIA INTERNATIONAL, INC. a  
Florida corporation

By: C.R. Lyons  
Print Name: Chris Lyons  
Title: Director

**MERGING ENTITY:**

SYSTOPIA INTERNATIONAL INC., a  
California corporation

By: C.R. Lyons  
Print Name: Chris Lyons  
Title: Director