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**MERGER OR SHARE EXCHANGE  
HANK PAYMENTS CORP.**

Certificate of Status	1
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Page Count	08
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**ARTICLES OF MERGER**  
**of**  
**NOBELIUM ACQUISITION CORP.**  
**with and into**  
**HANK PAYMENTS CORP.**

**October 13, 2021**

Pursuant of provisions of Section 607.1105 of the Florida Business Corporation Act ("FBCA"), Nobelium Tech Corp., a corporation incorporated under the federal laws of Canada ("Nobelium"), Hank Payments Corp., a corporation incorporated under the laws of Florida ("Hank"), and Nobelium Acquisition Corp., a corporation incorporated under the laws of Florida ("NAC"), do hereby adopt the following Articles of Merger for the purpose of merging NAC with and into Hank.

**FIRST:** The names of the corporations which are parties to the merger (the "Merger") contemplated by these Articles of Merger are Nobelium Tech Corp., a corporation incorporated under the federal laws of Canada, Hank Payments Corp., a corporation incorporated under the laws of Florida, and Nobelium Acquisition Corp., a corporation incorporated under the laws of Florida. The surviving corporation in the Merger is Hank Payments Corp.

**SECOND:** Nobelium, Hank and NAC have adopted a Plan of Merger, dated as of October 13, 2021 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

**THIRD:** The Merger shall become effective at 11:00 a.m. on October 13, 2021 (the "Effective Time").

**FOURTH:**

(a) The Plan of Merger was duly approved by the sole stockholder of Hank in a manner required by the FBCA and the Articles of Incorporation of Hank.

(b) The Plan of Merger was duly approved by the sole stockholder of NAC in a manner required by the FBCA and the Articles of Incorporation of NAC.

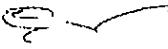
(c) The participation of Nobelium was duly authorized in accordance with such corporation's organic law.

**FIFTH:** At the Effective Time of the Merger, in accordance with the provisions of the FBCA, the existing Articles of Incorporation of Hank shall continue in full force and effect until amended thereafter in accordance with applicable law.

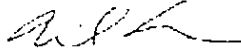
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**IN WITNESS WHEREOF**, the parties have caused these Articles of Merger to be executed as of the date first written above.

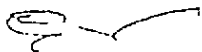
Nobelium Tech Corp.

By:   
Name: Erroll Treslan  
Title: Chief Executive Officer

Hank Payments Corp.

By:   
Name: Michael Hilmer  
Title: President

Nobelium Acquisition Corp.

By:   
Name: Erroll Treslan  
Title: President

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## **EXHIBIT A**

### **Plan of Merger**

(See attached)

**PLAN OF MERGER**  
**of**  
**NOBELIUM ACQUISITION CORP.**  
**with and into**  
**HANK PAYMENTS CORP.**

**October 13, 2021**

Pursuant to the provisions of the Florida Business Corporation Act ("FBCA"), Nobelium Tech Corp., a corporation incorporated under the federal laws of Canada ("Nobelium"), Hank Payments Corp., a corporation incorporated under the laws of Florida ("Hank"), and Nobelium Acquisition Corp., a corporation incorporated under the laws of Florida ("NAC"), do hereby adopt the following Plan of Merger (the "Plan of Merger") for the purpose of merging NAC with and into Hank.

**ARTICLE 1**  
**DEFINITIONS**

The following capitalized terms have the meaning set forth below:

- 1.1 "Acquisition Agreement" means the Amended and Restated Acquisition Agreement, dated as of August 11, 2021, among Nobelium, Hank, NAC, 13175898 Canada Inc. and Hank Payments Canada Finco, Corp.
- 1.2 "Canadian Resident Shareholder" means a beneficial holder of Hank Shares who, for purposes of the Tax Act, is either resident in Canada or a "Canadian partnership".
- 1.3 "Effective Time" means the date and time on which the Merger contemplated by this Plan of Merger becomes effective pursuant to the laws of the States of Florida.
- 1.4 "Exchange Ratio" means, at any particular time, one (1) Nobelium Share for each Hank Share, as such Exchange Ratio may be adjusted prior to such time in accordance with Section 2.5 of the Acquisition Agreement.
- 1.5 "Hank Performance Warrants" means warrants issued by Hank to purchase Hank Shares, in an aggregate amount of up to 2,665,000 Hank Shares.
- 1.6 "Hank Share" means a share of the common stock, no par value, of Hank.
- 1.7 "Merger" means the merger of NAC with and into Hank pursuant to the terms of this Plan of Merger.
- 1.8 "NAC Share" means a share of the common stock, par value \$0.001 per share, of NAC.

1.9 “Nobelium Exchange Performance Warrants” means the performance warrants to purchase Nobelium Shares to be issued by Nobelium pursuant to the Merger in exchange for Hank Performance Warrants.

1.10 “Per Share Merger Consideration” means, for each one (1) Hank Share, that number of Nobelium Shares equal to the Exchange Ratio in effect immediately prior to the Effective Time of the Merger.

1.11 “Tax Act” means the Income Tax Act (Canada), as amended.

## **ARTICLE 2 MERGER**

2.1 Merger. Subject to the terms and conditions set forth in the Acquisition Agreement, at the Effective Time, NAC shall be merged with and into Hank in accordance with the provisions of the FBCA. Hank shall be the surviving corporation resulting from the Merger (the “Surviving Corporation”) and shall continue to exist and to be governed by the laws of the State of Florida.

2.2 Effective Time. The Merger contemplated by this Plan of Merger shall be effective on the date and at the time set forth in the Articles of Merger filed with the Secretary of State of Florida.

2.3 Articles of Incorporation and Bylaws. At the Effective Time, the articles of incorporation of Hank in effect immediately prior to the Effective Time shall become the articles of incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law, and the bylaws of Hank in effect immediately prior to the Effective Time shall become the bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law and the terms of such bylaws.

2.4 Directors and Officers of Surviving Corporation. The directors of the Surviving Corporation immediately following the Effective Time shall consist of the directors of Hank immediately prior to the Effective Time, and such directors shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal. The officers of the Surviving Corporation immediately following the Effective Time shall consist of the officers of Hank immediately prior to the Effective Time, and such officers shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation or removal.

## **ARTICLE 3 MANNER OF CONVERTING SECURITIES**

3.1 By virtue of the Merger and without any action on the part of Hank, Nobelium, NAC or the holders of any of the following securities:

3.1.1 At the Effective Time, each NAC Share issued and outstanding immediately prior to the Effective Time shall continue to be one validly issued, fully paid and nonassessable share of common stock, no par value, of the Surviving Corporation.

3.1.2 At the Effective Time, each Hank Share issued and outstanding immediately prior to the Effective Time, other than Hank Shares held by Canadian Resident Shareholders, shall thereupon be converted into the right to receive, and the holder of such Hank Share shall be entitled to receive, for each such Hank Share, the Per Share Merger Consideration.

3.1.3 At the Effective Time, each Hank Share issued and outstanding immediately prior to the Effective Time and held by a Canadian Resident Shareholder will be disposed of to Nobelium in exchange for the Per Share Merger Consideration.

3.1.4 At the Effective Time, all of the Hank Shares disposed of to Nobelium or converted into the right to receive the Per Share Merger Consideration pursuant to this Article 3, shall no longer be outstanding and shall automatically be cancelled and shall cease to exist as of the Effective Time.

3.1.5 At the Effective Time, by virtue of the Merger, each Hank Performance Warrant that is outstanding immediately prior to the Effective Time shall, without any action on the part of any holder of such Hank Performance Warrant, be exchanged for a Nobelium Exchange Performance Warrant issued by Nobelium which shall entitle the holder to purchase that number of Nobelium Shares equal to the product obtained when (i) the number of Hank Shares which may be acquired upon exercise of such Hank Performance Warrant, is multiplied by (ii) the Exchange Ratio in effect immediately prior to the Effective Time, at a price per Nobelium Share equal to the amount by which (x) the exercise price per Hank Share under such Hank Performance Warrant, is divided by (y) the Exchange Ratio in effect immediately prior to the Effective Time, and upon such exchange such Hank Performance Warrant shall be cancelled. Each Nobelium Exchange Performance Warrant will be issued by Nobelium on substantially the same terms as the Hank Performance Warrant it replaces.

3.1.6 As consideration for the Nobelium Shares issued pursuant to this Article 3, Hank will issue such number of fully paid and non-assessable shares of common stock of Hank to Nobelium as Hank reasonably determines has an aggregate fair market value equal to the aggregate fair market value of such Nobelium Shares.

#### **ARTICLE 4 MISCELLANEOUS**

4.1 Further Assurances. Each party to this Plan of Merger agrees to do such things as may be reasonably requested by the other parties in order to inure effectively consummate or document the transactions contemplated by this Plan of Merger.

4.2 Counterparts. This Plan of Merger may be executed in several counterparts and delivered by a facsimile copy of an original execution page bearing the signature of each party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have caused this Plan of Merger to be executed as of the date first written above.

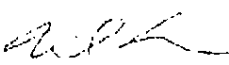
Nobelium Tech Corp.

By: 

Name: Errol Treslan

Title: Chief Executive Officer

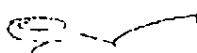
Hank Payments Corp.

By: 

Name: Michael Hilmer

Title: President

Nobelium Acquisition Corp.

By: 

Name: Errol Treslan

Title: President