

P 220000092070

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

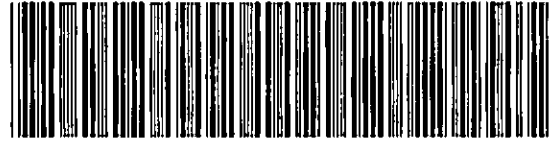
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of 4/3/2023

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Symple Logistics Inc.

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jessica Hanson

Contact Person

Symple Logistics Inc.

Firm/Company

2066 Joshua Drive

Address

Cantonment, FL 32533

City/State and Zip Code

jessica@symplefulfilment.com

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

For further information concerning this matter, please call:

Matt C Cooper, Esq.

Name of Contact Person

At ( 303 ) 894-4481

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**IMPORTANT NOTICE:** Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 14, 2023

JESSICA HANSON  
2066 JOSHUA DRIVE  
CANTONMENT, FL 32533

SUBJECT: SYMPLE LOGISTICS INC.  
Ref. Number: P22000092070

We have received your document for SYMPLE LOGISTICS INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

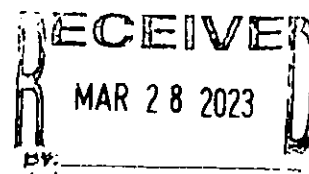
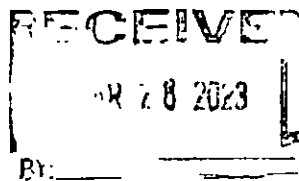
As a condition of a merger, pursuant to s.605.0212(8) and/or s.607.1622 (8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call 800-245-6057.

Caretha Golden  
Regulatory Specialist

Letter Number: 923A00006952



## ARTICLES OF MERGER

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** entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>Symple Logistics Inc.</u>	<u>FL</u>	<u>Corp</u>	<u>P22000092070</u>

**SECOND:** The name and jurisdiction of each **merging** eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>Symple Logistics Inc.</u>	<u>CA</u>	<u>Corp</u>	<u>unknown</u>
<u>Symple Logistics Inc.</u>	<u>FL</u>	<u>Corp</u>	<u>P22000092070</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

**THIRD:** The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

2023 MAR 28 AM 9:35  
CLERK OF COURT  
CLERK OF COURT

**FOURTH:** Please check one of the boxes that apply to surviving entity:

- ☒ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☐ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.

**FIFTH:** Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

**SIXTH:** Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

**SEVENTH:** Please check box below if applicable to domestic or foreign non corporation(s).

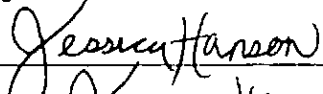
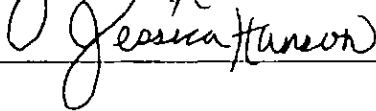
- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

**EIGHTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 30, 2022

**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.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Symple Logistics Inc.		Jessica Hanson
Symple Logistics Inc.		Jessica Hanson

Corporations:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of December 30<sup>th</sup>, 2022 by and between Symple Logistics Inc., a Florida corporation ("**Florida Corporation**"), and Symple Logistics Inc., a California corporation (the "**California Corporation**" and, collectively with the Florida Corporation, the "**Parties**").

## RECITALS

**WHEREAS**, the respective Boards of Directors and Shareholders of the Florida Corporation and the California Corporation have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporations and shareholders.

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the California Corporation, in accordance with the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Florida Corporation, with the Florida Corporation as the surviving corporation (the "**Merger**").

**WHEREAS**, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

**WHEREAS**, the Parties desire to enter into the transactions contemplated by this Agreement.

**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 Parties agree as follows:

## ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Florida Corporation**" has the meaning set forth in the Preamble.

"**Agreement**" has the meaning set forth in the Preamble.

"**California Corporation**" has the meaning set forth in the Preamble.

"**California Corporation Common Shares**" has the meaning set forth in 3.1.

"**Confidential Information**" has the meaning set forth in Section 4.1.

"**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, which shall be at the time and on the date specified in the articles of merger.

"**FBCA**" has the meaning set forth in the Recitals.

"**Merger**" has the meaning set forth in the Recitals.

"**Parties**" has the meaning set forth in the Preamble.

"**Surviving Corporation**" has the meaning set forth in Section 2.1.

"Surviving Corporation Common Shares" has the meaning set forth in Section 3.1(a).

Any other terms defined herein have the meaning so given them.

## ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, the California Corporation shall be merged with and into the Florida Corporation as of the Effective Time. Following the Effective Time, the separate corporate existence of the California Corporation shall cease and the Florida Corporation shall be the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Florida Corporation then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Florida Corporation then in effect at the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Florida Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA or bylaws of the Surviving Corporation.

2.4 Shareholder Approval. The consummation of the Merger and approval of this Agreement and the Merger contemplated hereby by has been approved by the shareholders of each of the Parties.

## ARTICLE III: CONVERSION OR CANCELLATION OF SHARES

3.1 Conversion or Cancellation of Shares. The manner and basis of converting the California Corporation's 10,000,000 common shares, with no par value per share ("**California Corporation Common Shares**") into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire California Corporation Common Shares into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, are set forth in this Section 3.1. At the Effective Time, by virtue of the Merger and without any action on the part of the Florida Corporation, the California Corporation, or the California Corporation's shareholders:

(a) Each California Corporation Common Share issued and outstanding immediately prior to the Effective Time shall be converted, on a one for one basis, into and become one validly issued, fully paid and non-assessable common share, with no par value per share, of the Surviving Corporation ("**Surviving Corporation Common Shares**") and each unissued California Corporation Common Share held in California Corporation's treasury shall be cancelled without any consideration being issued or paid therefor; and

(b) Each share of the Florida Corporation issued and outstanding immediately prior to the Effective Time (which are owned by the California Corporation prior to the Effective Time) shall



be cancelled without any consideration being issued or paid therefor following the consummation of the Merger and the result shall be that 10,000,000 Surviving corporation Common Shares shall be issued and outstanding following the consummation of the Merger..

3.2 Effect. Upon the Effective Time, (a) the Florida Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the California Corporation; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the California Corporation on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Florida Corporation without further act or deed; (c) title to any real estate, or any interest therein vested in the California Corporation, shall not revert or in any way be impaired by reason of the Merger; and (d) all of the rights of creditors of the California Corporation shall be preserved unimpaired, and all liens upon the property of the California Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the California Corporation shall thenceforth remain with or be attached to, as the case may be, the Florida Corporation and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

3.3 Share Certificates. The California Corporation's shares are uncertificated shares. The fact that the shares are not represented by certificates shall have no effect on the rights and obligations of the shareholders of California Corporation. Additionally, the Florida Corporation's shares are uncertificated shares. The fact that the shares are not represented by certificates shall have no effect on the rights and obligations of the shareholders of the Florida Corporation.

3.4 Merger Shares. On the Effective Time, the Surviving Corporation Common Shares shall be issued in connection with the Merger as set forth in Section 3.1 above and have been duly authorized, validly issued, fully paid and non-assessable, as set forth in the Articles of Incorporation and Bylaws of the Surviving Corporation.

## **ARTICLE IV: OTHER PROVISIONS**

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the "**Confidential Information**"). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. The Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following

addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to the Florida Corporation, to: Symple Logistics Inc.  
a Florida corporation  
2066 Joshua Drive,  
Cantonment, FL 32533  
Email: jessica@symplefulfilment.com  
Attention: Jessica Hanson

with a copy (which shall not constitute notice to the Florida Corporation) to: Fairfield and Woods, P.C.  
1801 California Street, Suite 2600  
Denver, CO 80202-2645  
Email: mcooper@fwlaw.com  
Attention: Matt C. Cooper, Esq.

If to the California Corporation, to: Symple Logistics Inc.  
a California corporation  
2066 Joshua Drive,  
Cantonment, FL 32533  
Email: jessica@symplefulfilment.com  
Attention: Jessica Hanson

with a copy (which will not constitute notice to the California Corporation) to: Fairfield and Woods, P.C.  
1801 California Street, Suite 2600  
Denver, CO 80202-2645  
Email: mcooper@fwlaw.com  
Attention: Matt C. Cooper, Esq.

or to such other persons, addresses or electronic mail, as may be designated in writing by the person entitled to receive such communication as provided above.

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

**4.4 Successor and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

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

**4.6 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.

**4.7 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.

4.8 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 a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish 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.

4.9 Governing Law and Jurisdiction.

This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Broward county, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all the Parties had signed the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

**SYMPLE LOGISTICS INC.**

a Florida corporation

By: Jessica Hanson

Name: Jessica Hanson

Title: CFO

**SYMPLE LOGISTICS INC.**

a California corporation

By: Jessica Hanson

Name: Jessica Hanson

Title: CFO