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**MERGER OR SHARE EXCHANGE  
ZALDIVA, INC.**

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12/5/11

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Zaldiva, 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:

Branden T. Burningham, Esq.

Contact Person

Burningham & Burningham

Firm/Company

455 East 500 South, Suite 205

Address

Salt Lake City, UT 84111

City/State and Zip Code

btb@burninglaw.com

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

For further information concerning this matter, please call:

Branden T. Burningham, Esq.

Name of Contact Person

At ( 801 )

363-7411

Area Code & Daytime Telephone Number

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**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

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**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)
<u>Zaldiva, Inc.</u>	<u>Nevada</u>	<u>20110782957-72</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Zaldiva, Inc.</u>	<u>Florida</u>	<u>P97000069478</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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** \_\_\_\_/\_\_\_\_/\_\_\_\_ (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.)

**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 \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on  
October 25, 2011 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 December 2, 2011.

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)

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Nicole Leigh, President

Nicole Leigh, President

## PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

### Jurisdiction

## Florida

The name and jurisdiction of each subsidiary corporation:

### Jurisdiction

Nevada

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Each share of common stock/preferred stock of the parent shall be converted into and become one-half (1/2) of one share of common stock/preferred stock of the subsidiary. All fractional shares of the subsidiary that would otherwise be issuable hereunder shall be rounded up to the nearest whole share. See attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

Each share of common stock/preferred stock of the parent shall be converted into and become one-half (1/2) of one share of common stock/preferred stock of the subsidiary. All fractional shares that would otherwise be issuable hereunder shall be rounded up to the nearest whole share. See attached Agreement and Plan of Merger.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is entered into as of the 25 day of October, 2011, by and between Zaldiva, Inc., a Nevada corporation (the "Surviving Corporation"), and Zaldiva, Inc., a Florida corporation ("Merging Corporation"). Surviving Corporation and Merging Corporation are sometimes collectively referred to hereinafter as the "Constituent Corporations."

### RECITALS

WHEREAS, Surviving Corporation is a corporation organized and existing under the laws of the State of Nevada and is a wholly-owned subsidiary of Merging Corporation;

WHEREAS, Merging Corporation is a corporation organized and existing under the laws of the State of Florida; and

WHEREAS, Surviving Corporation and Merging Corporation and their respective Boards of Directors deem it advisable and in the best interests of the corporations and their respective stockholders to merge Merging Corporation with and into Surviving Corporation pursuant to the Nevada Revised Statutes and the Florida Statutes upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the mutual covenants, herein contained, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that Merging Corporation shall be merged with and into Surviving Corporation (the "Merger") pursuant to the terms and conditions herein set forth.

### AGREEMENT

#### 1. General

1.1 *The Merger.* On the Effective Date (as herein defined) of the Merger, Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease and Surviving Corporation shall survive such Merger. The name of Surviving Corporation shall be Zaldiva, Inc. The Certificate of Incorporation as in effect immediately prior to the Effective Date in the form attached hereto as Exhibit A shall be the certificate of incorporation of Surviving Corporation after consummation of the Merger. The Bylaws of Surviving Corporation as in effect immediately prior to the Effective Date shall be the Bylaws of Surviving Corporation after consummation of the Merger.

1.3 *Directors and Officers.* The directors and officers of Merging Corporation shall, from and after the Effective Date, be the directors and officers of Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified.

1.4 *Property and Liabilities of Constituent Corporations.* On the Effective Date, the separate existence of Merging Corporation shall cease and Merging Corporation shall be merged into Surviving Corporation. Surviving Corporation, from and after the Effective Date, shall possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; all rights, privileges, powers and

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franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of and debts due to either of the Constituent Corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in Surviving Corporation; and all property, rights, privileges, powers and franchises, and all other interests shall be thereafter as effectually the property of Surviving Corporation as they were of the several and respective Constituent Corporations and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations thenceforth shall attach to Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or Surviving Corporation may be substituted in such action or proceeding.

1.5 *Further Assurances.* Merging Corporation agrees that, at any time, or from time to time, as and when requested by Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 herein and otherwise to carry out the intent and purposes hereof.

1.6 *Effective Date.* The Merger shall become effective on the later of (a) the day on which an executed copy of Articles of Merger is filed with the Secretary of State of the State of Nevada in the manner required by the Nevada Revised Statutes and (b) the day on which an executed copy of Articles of Merger is filed with the Florida Secretary of State in the manner required by the Florida Statutes (the "Effective Date").

## 2. *Conversion of Securities on Merger.*

2.1 *Effect of Merger on Capital Stock.* Each share of Merging Corporation's common stock, one mill (\$0.001) par value per share (other than shares ("Dissenting Shares") that are owned by shareholders ("Dissenting Shareholders") that are entitled to and properly exercise appraisal rights pursuant to Section 607.1302 of the Florida Statutes), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one-half (1/2) of one validly issued, fully paid and nonassessable share of Surviving Corporation's common stock, \$0.001 par value per share (the "Surviving Corporation Common Stock"). Each share of Merging Corporation's preferred stock, one mill (\$0.001) par value per share (other than shares Dissenting Shares that are owned by Dissenting Shareholders that are entitled to and properly exercise appraisal rights pursuant to Section 607.1302 of the Florida Statutes), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one-half (1/2) of one validly issued, fully paid and nonassessable share of Surviving Corporation's preferred stock, \$0.001 par value per share (the



"Surviving Corporation Preferred Stock"). In the event that any such conversion would result in a stockholder holding a fractional share in the Surviving Corporation, such fractional share shall be rounded up to the nearest whole share. By way of example, if a stockholder holds 101 shares of the Merging Corporation immediately prior to such conversion, he/she/it shall be entitled to receive 51 shares of the Surviving Corporation upon conversion. Each share of Surviving Corporation's common stock and preferred stock issued and outstanding immediately before the Effective Date of the Merger shall be canceled without any consideration being issued or paid therefore, without any further action on the part of the holder thereof.

2.2 *Effect of Merger on Options, Warrants and Notes.* Each option and warrant of the Merging Corporation issued and outstanding immediately prior to the Effective Date shall be (a) converted into and shall be an identical security of the Surviving Corporation subject to the same agreement and terms as then exist with respect thereto, and (b) in the case of securities to acquire common stock of the Merging Corporation, converted into the identical right to acquire one-half (1/2) of the number of shares of Surviving Corporation Common Stock as the number of shares of common stock of the Merging Corporation that were acquirable pursuant to such option, warrant or other security, with the conversion/exercise price of such security to be adjusted accordingly, such that the total consideration paid to the Surviving Corporation upon exercise/conversion of all such securities shall be equal to the total consideration that would have been paid upon exercise/conversion of the comparable securities of the Merging Corporation. Each Note of the Merging Corporation issued and outstanding immediately prior to the Effective Date shall be (a) converted into and shall be an identical security of the Surviving Corporation subject to the same agreement and terms as then exist with respect thereto, and (b) in the case of securities to acquire common stock of the Merging Corporation, converted into the identical right to acquire one-half (1/2) of the number of shares of Surviving Corporation Common Stock as the number of shares of common stock of the Merging Corporation that were acquirable pursuant to such Note, with the conversion price of such Note to be adjusted accordingly, such that the total consideration paid to the Surviving Corporation upon conversion of all such securities shall be equal to the total consideration that would have been paid upon conversion of the comparable securities of the Merging Corporation.

2.3 *Certificates.* At and after the Effective Date, all of the outstanding certificates which immediately prior thereto represented shares of Merging Corporation common stock or preferred stock (other than Dissenting Shares), or options, warrants or other securities of the Merging Corporation, shall be deemed for all purposes to evidence ownership of and to represent the shares of Surviving Corporation Stock, or preferred stock, options, warrants or other securities of Surviving Corporation, as the case may be, into which the shares of Merging Corporation stock, or preferred stock, options, warrants or other securities of the Surviving Corporation, as the case may be, represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Surviving Corporation Stock, or options, warrants or other securities of Surviving Corporation, as the case may be, evidenced by such outstanding certificate, as above provided.

2.4 *Appraisal Rights.* No Dissenting Shareholder shall be entitled to shares of Surviving Corporation Stock hereunder if the holder thereof shall have failed to perfect or shall

have effectively withdrawn or lost such holder's right to appraisal under the Florida Statutes, and any Dissenting Shareholder shall be entitled to receive only the payment provided by the Florida Statutes with respect to Dissenting Shares owned by such Dissenting Shareholder. If any person or entity who otherwise would be deemed a Dissenting Shareholder shall have failed to properly perfect or shall have effectively withdrawn or lost the right to appraisal with respect to any shares which would be Dissenting Shares but for that failure to perfect or withdrawal or loss of the right to appraisal, such Dissenting Shares shall thereupon be treated as though such Dissenting Shares had been converted into shares of Surviving Corporation Stock.

3. *Foreign Qualification.* Surviving Corporation covenants and agrees, to the extent required by applicable law, to register or qualify, as applicable, to do business as a foreign corporation in those states in which Merging Corporation is qualified to do business immediately prior to the Effective Date.

4. *Conditions to the Obligations of the Constituent Corporations to Effect the Merger.*

4.1 *Approval by Stockholders.* The stockholders of Merging Corporation shall have approved the Merger and this Merger Agreement in accordance with Florida law.

4.2 *Governmental Approvals; No Restraints.* No statute, rule, regulation, executive order, decree, ruling, injunction or other order (whether temporary, preliminary or permanent) shall have been enacted, entered, promulgated or enforced by any court or governmental authority of competent jurisdiction that prohibits, restrains, enjoins or restricts the consummation of the Merger.

5. *Amendment.* The respective Boards of Directors of the Constituent Corporations may amend this Merger Agreement at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger by the stockholders of Merging Corporation shall not (a) alter or change the amount or kind of shares, securities, cash, property or rights to be received under this Merger Agreement by the shareholders of Merging Corporation; (b) alter or change any term of the Articles of Incorporation of Surviving Corporation; or (c) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the shareholders of Merging Corporation.

6. *Miscellaneous.*

6.1 *Counterparts.* This Merger Agreement may be executed in any number of counterparts and via facsimile or other similar electronic transmission, each of which shall be deemed to be an original, and all of which taken together shall constitute one Merger Agreement.

6.2 *Termination.* This Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after stockholder approval of this Merger Agreement, by the consent of the Board of Directors of either of the Constituent Corporations.

6.3 *Governing Law.* The Merger and this Merger Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada.

6.4 *No Third Party Beneficiaries.* This Merger Agreement is for the sole benefit of the parties hereto and is not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

6.5 *Severability.* If any provision of this Merger Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other person or circumstances.

IN WITNESS WHEREOF, the Constituent Corporations have executed this Merger Agreement as of the date and year first above written.

MERGING CORPORATION:

Zaldiva, Inc.

a Florida corporation

By: /s/ Nicole Leigh

Nicole Leigh, President

SURVIVING CORPORATION:

Zaldiva, Inc.

a Nevada corporation

By: /s/ Nicole Leigh

Nicole Leigh, President

MERGING CORPORATION:

Zaldiva, Inc.

a Florida corporation

By: /s/ Nicole Leigh

Nicole Leigh, President

SURVIVING CORPORATION:

Zaldiva, Inc.

a Nevada corporation

By: /s/ Nicole Leigh

Nicole Leigh, President