



**State of Minnesota**  
Office of the Minnesota Secretary of State  
Steve Simon

September 1, 2021

EntrePartner Law Firm PLLC  
575 Southeast Ninth Street Suite 95  
MINNEAPOLIS, MN 55414

**Receipt**

**Account Number:** 136183092  
**Sales Order Number:** 12512972

<u>Work Item Number</u>	<u>Description</u>	<u>Fee Amount</u>
125129720002	Merger	\$60.00
125129720003	No Charge	\$0.00
125129720004	No Charge	\$0.00
<b>Total Fees</b>		<b>\$60.00</b>

<u>Payment Type</u>	<u>Reference Number</u>	<u>Payment Amount</u>
Client Account		\$60.00
<b>Total Payments</b>		<b>\$60.00</b>

An overage amount will be refunded after 60 days from the date on this notice if not used.

**Business Services**  
MN Retirement Systems Building  
60 Empire Drive #100  
Saint Paul, MN 55103-2141  
Phone: 651-296-2803 or 1-877-551-6767 Minnesota Relay Service: 711  
E-mail: business.services@state.mn.us

**Office of the Minnesota Secretary of State  
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: VERTEX NAILS SALON INC  
MINNESOTA: BEST TASTE OF PHO SAIGON INC

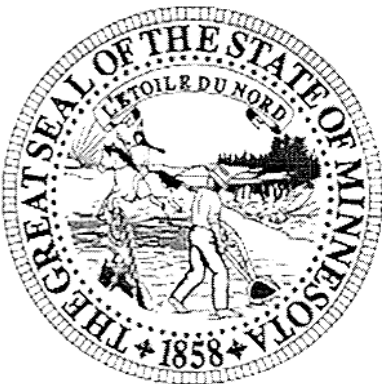
Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: BEST TASTE OF PHO SAIGON INC

Name of Surviving Entity after Effective Date of Merger:

BEST TASTE OF PHO SAIGON INC

This certificate has been issued on: 09/01/2021



*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota

## ARTICLES OF MERGER

Between

VERTEX NAILS SALON INC.  
and  
BEST TASTE OF PHO SAIGON INC.

Pursuant to Section the Minnesota Business Corporation Act, codified under Minnesota Statutes Chapter 302A ("**Chapter 302A**"), the undersigned, desiring to affect a merger between a Minnesota corporation and another Minnesota corporation (the "**Merger**"), hereby state that:

1. **Parties.** The following entities are the parties to the Merger (the "**Parties**");

Vertex Nails Salon Inc. ("**Vertex**") is a corporation organized under the laws of State of Minnesota. Best Taste of Pho Saigon Inc. ("**Best Taste**") is a corporation organized under the laws of State of Minnesota.

2. **Plan of Merger.** The plan of merger (the "**Plan**") is attached as **Exhibit A** and fully incorporated into these Articles.

3. **Surviving Entity.** The surviving entity is Best Taste of Pho Saigon Inc., a corporation organized under the laws of State of Minnesota (the "**Surviving Entity**").


4. **Effective Date.** The Merger shall become effective upon the date of filing this Articles of Merger with the Secretary of State of Minnesota.

5. **Approval of the Plan.** The Plan was adopted by Vertex by a unanimous vote of its Board of Directors and Shareholders pursuant to Minn. Stat. § 302A.613. The Plan was adopted by Best Taste by a unanimous vote of its Board of Directors and Shareholders Minn. Stat. § 302A.613.

6. **No Intended Amendments to Articles of Incorporation of Surviving Entity.** The parties did not intend in the Plan to amend the Articles of Incorporation or Bylaws of the Surviving Entity in any way. To the extent that the Articles of Incorporation of the Surviving Entity are in fact amended by operation of applicable law governing the Plan, the parties agree to those amendments as if they were affirmatively stated in the Plan.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger as of July 15, 2021.

VERTEX NAILS SALON INC.

By: 

Quan Nguyen

Director and Shareholder

BEST TASTE OF PHO SAIGON INC.

By: 

Quan Nguyen

Director and Shareholder

## EXHIBIT A

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("**Agreement**"), is dated as of July 15, 2021, by and between BEST TASTE OF PHO SAIGON INC., a Minnesota corporation ("**Best Taste**"), and, VERTEX NAILS SALON INC., a Minnesota corporation ("**Vertex**").

**WHEREAS**, Vertex and Best Taste desire to merge pursuant to Minn. Stat. § 302A.601 with Best Taste remaining as the surviving company; and

**WHEREAS**, Quan Nguyen as the sole director of Best Taste, and Quan Nguyen as the sole director of Vertex, has 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, such company and its shareholders; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Vertex, in accordance with the Minnesota Business Corporation Act, codified under Minnesota Statutes Chapter 302A (the "**Act**") will merge with and into Best Taste, with Best Taste as the surviving Minnesota corporation (the "**Merger**").

**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:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with all applicable provisions of the Act, Vertex shall be merged with and into Best Taste at the Effective Time (as hereinafter defined). Following the Effective Time, the separate entity existence of Vertex shall cease, and Best Taste shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and as dictated by the Minnesota Statutes.

2. Effective Time. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file, with respect to the Merger, articles of merger (the "**Articles of Merger**") complying with Minn. Stat. § 302A.615 of the Act with the Secretary of State of the State of Minnesota. The Merger shall become effective upon the date of filing of Articles of Merger (the "**Effective Time**").

(a) The Merger shall have the effects set forth in the applicable provisions of the Act, including without limitation, Minn. Stat. § 302A.601. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, and powers of the Vertex shall vest in the Best Taste, as the Surviving Company, and all debts, liabilities, obligations and duties of Vertex shall become the debts, liabilities, obligations and duties of Best Taste, as the Surviving Company.

3. Organizational Documents. The Bylaws of Best Taste in effect at the Effective Time shall be the Bylaws of the Surviving Company until thereafter amended as provided therein or by the Act, and the Articles of Incorporation of Best Taste in effect at the Effective Time, as

amended pursuant to the Articles of Merger, shall be the Articles of Incorporation of the Surviving Company until thereafter amended as provided therein or by the Act.

4. Officers. The officers of Best Taste immediately prior to the Effective Time shall be the officers of the Surviving Company from and after the Effective Time and 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 of the Surviving Company or as otherwise provided by the Act.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Best Taste or Vertex or the holders of stock of Vertex:

(a) all of the stock of Vertex will automatically be canceled and retired and will cease to exist; and

(b) all holders of the stock of Vertex shall be issued outstanding stock of Best Taste in the same proportion to the holder's interest in Vertex as consideration for the cancellation of the stock of Vertex.

6. 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.

7. 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.

8. 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.

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

10. 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.

11. 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.

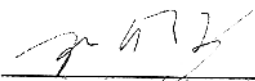
12. Governing Law: Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would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

[SIGNATURE PAGE FOLLOWS]

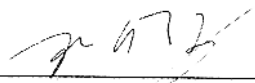


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**BEST TASTE OF PHO SAIGON INC.**

By:   
Quan Nguyen, Director

**VERTEX NAILS SALON INC.**

By:   
Quan Nguyen, Director



**File Numbers**

125129720002

1118864600020

1118878800021

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED

**9/1/2021 11:59:00 PM**

A handwritten signature in black ink that reads "Steve Simon". The signature is fluid and cursive, with the first letters of "Steve" and "Simon" being capitalized and prominent.

Steve Simon  
Secretary of State