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MERGER OR SHARE EXCHANGE  
Audio Visual Innovations, Inc.

S TALLENT  
DEC 29 2017

Certificate of Status	0
Certified Copy	1
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\$ 113.75

Merged

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**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Anderson Audio Visual-Sacramento, L.P.	California	limited partnership
Anderson Audio Visual-Irvine, L.P.	California	limited partnership

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Audio Visual Innovations, Inc.	Florida	corporation 605782

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the 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 31, 2017 at 12:01 a.m., Eastern Standard Time

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**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.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

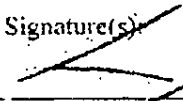
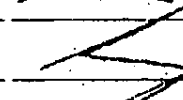
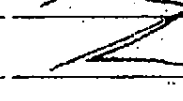
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
Audio Visual Innovations, Inc.		Steve Palmer, Chief Financial Officer
Anderson Audio Visual-Sacramento, L.P.		By: Anderson Audio Visual, Inc., general partner Steve Palmer, Chief Financial Officer
Anderson Audio Visual-Irvine, L.P.		By: Anderson Audio Visual, Inc., general partner Steve Palmer, Chief Financial Officer

- 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 a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of December 31, 2017, pursuant to Section 607.1108 of the Florida Business Corporation Act (the "Florida Act") and Section 15911 et seq. of the California Corporations Code (the "California Code"), by and among Audio Visual Innovations, Inc., a Florida corporation ("AVI Inc."), Anderson Audio Visual-Sacramento, L.P., a California limited partnership ("AAV Sacramento") and Anderson Audio Visual-Irvine, L.P., a California limited partnership ("AAV Irvine" and together with AAV Sacramento, the "AAV Entities").

### WITNESSETH:

**WHEREAS**, AVI Inc. was incorporated in Florida upon the filing of Articles of Incorporation with the Secretary of State of the State of Florida on April 4, 1980 (as amended and restated from time to time, the "Articles of Incorporation");

**WHEREAS**, as of the date hereof, AVI Inc. owns one hundred percent (100%) of the issued and outstanding limited partnership interests, and is the sole general partner, of each of the AAV Entities;

**WHEREAS**, AVI Inc. desires that the AAV Entities be merged with and into AVI Inc. (each, a "Merger" and collectively, the "Mergers"), following which AVI Inc. shall be the surviving entity; and

**WHEREAS**, the Board of Directors of AVI Inc. has determined that it is in the best interests of AVI Inc. and the AAV Entities to consummate the Mergers, upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. The Mergers.

1.1 The Mergers. At the Effective Time (as defined herein), each of the AAV Entities shall merge with and into AVI Inc., the separate existence of each of the AAV Entities will cease, and AVI Inc. shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity").

1.2 Effective Time. Promptly following the execution of this Agreement, the Surviving Entity shall cause (a) articles of merger, in the form attached hereto as **Exhibit A** (the "Florida Articles of Merger"), to be filed with the Secretary of State of the State of Florida in accordance with the applicable requirements of the Florida Act, and (b) certificates of merger, in the form attached hereto as **Exhibit B** (the "California Certificates of Merger") to be filed with the Secretary of State of the State of California in accordance with the applicable requirements of the California Code. The Mergers shall

become effective as of December 31, 2017 at 12:02 a.m., Eastern Standard Time (the "**Effective Time**"). The Effective Time of the Mergers shall be stated in each of the Florida Articles of Merger and the California Certificates of Merger.

1.3 Cancellation of Interests. At the Effective Time, by virtue of the Mergers and without further action, each limited partnership interest of each of the AAV Entities that is issued and outstanding immediately prior to the Mergers shall be cancelled without consideration.

## 2. **The Surviving Entity.**

2.1 Articles of Incorporation. As of the Effective Time, the Articles of Incorporation of AVI Inc., as in effect at the Effective Time, shall continue in full force and effect as the Articles of Incorporation of the Surviving Entity, unless and until amended in accordance with applicable law.

2.2 Bylaws. As of the Effective Time, the bylaws of AVI Inc. (the "**Bylaws**"), as in effect at the Effective Time, shall continue in full force and effect as the bylaws of the Surviving Entity, unless and until amended in accordance with its terms and applicable law.

2.3 Officers and Directors. The officers and directors of AVI Inc. immediately prior to the Effective Time shall, from and after the Effective Time, be the officers and directors of the Surviving Entity and shall hold their positions until their respective successors are duly elected or appointed and qualified as set forth in the Articles of Incorporation and Bylaws.

## 3. **Transfer and Conveyance of Assets and Assumption of Liabilities.**

3.1 Transfer, Conveyance and Assumption. At the Effective Time, without further transfer, the Surviving Entity shall succeed to and possess all of the rights, privileges and powers of the AAV Entities, and all of the assets and property of whatever kind and character of the AAV Entities shall vest in the Surviving Entity without further act or deed. Thereafter, the Surviving Entity shall be liable for all of the liabilities and obligations of the AAV Entities, and any claim or judgment against the AAV Entities may be enforced against the Surviving Entity.

3.2 Further Assurances. At any time, and from time to time, after the Effective Time, the officers of the Surviving Entity, may, in the name of any AAV Entity, execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, assurances, certificates, agreements, instruments and other writings and take or cause to be taken such further actions as the Surviving Entity may deem necessary or desirable in order to vest in the Surviving Entity title to, and possession of, any property of such AAV Entity acquired or to be acquired by reason or as a result of the Mergers and otherwise to carry out the intent and purposes hereof, and the proper officers of the Surviving Entity are fully authorized in the name of such AAV Entity or otherwise to take any and all such actions.

**4. Miscellaneous.**

4.1 Headings. The headings used in this Agreement are for convenience of reference only and are not part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.


4.3 Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. An executed counterpart delivered by facsimile or other means of electronic transmission shall have the same force and effect as an originally executed copy of such counterpart.

4.4 Complete Agreement. This Agreement contains the complete agreement among the parties hereto with respect to the Merger and supersedes all prior agreements and undertakings relating thereto.

*[Signature Pages Follow]*

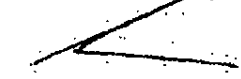
IN WITNESS WHEREOF, the parties hereto, have each caused this Agreement to be duly executed as of the year and date first above written.

**AUDIO VISUAL INNOVATIONS, INC.**

By:   
Name: Steve Palmer  
Title: Chief Financial Officer

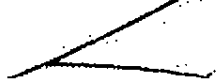
**ANDERSON AUDIO VISUAL-SACRAMENTO,  
L.P.**

By: Anderson Audio Visual, Inc., its general partner

By:   
Name: Steve Palmer  
Title: Chief Financial Officer

**ANDERSON AUDIO VISUAL-IRVINE, L.P.**

By: Anderson Audio Visual, Inc., its general partner

By:   
Name: Steve Palmer  
Title: Chief Financial Officer