

ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: BROADBANDONE, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Michael De Biase, Esq.

Contact Person

Tobin & Reyes, P.A.

Firm/Company

225 N.E. Mizner Boulevard, Suite 510

Address

Boca Raton, Florida 33432

City, State and Zip Code

mdebiase@tobinreyes.com

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

For further information concerning this matter, please call:

Michael De Biase

at (561) 620-0656

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

CR2E080 (2/14)

**ARTICLES OF MERGER
OF
BROADBANDONE, LLC**

Pursuant to Section
605.1025
of the Florida Revised Limited Liability Company Act

FILED
2016 NOV 15 PM 2:56
SECTION 605.1025
TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER (these "Articles") are entered into between BROADBANDONE, LLC, a Delaware limited liability company d/b/a Host.net (the "Company"), and WVF ACQUISITION, LLC, a Florida limited liability company (the "Merging Party").

Under Section 605.1025 of the Florida Revised Limited Liability Company Act ("FRLICA"), the Company and Merging Party hereby adopt the following Articles of Merger:

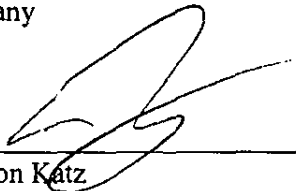
1. The Agreement and Plan of Merger dated October 10, 2016 ("Plan of Merger") by and between the Company and the Merging Party, attached as Exhibit A and incorporated herein by reference, and the transactions contemplated thereby, and these Articles, have been approved, adopted, certified, executed and acknowledged by the sole member and managers of the Merging Entity and the sole member and managers of the Company in accordance with the Delaware Limited Liability Company Act and the FRLICA, respectively.
2. Under the Plan of Merger, the Company will be the surviving company, and the Merging Party will cease to exist (the "Merger"). The Certificate of Formation and Limited Liability Company Agreement of the Company shall be the Certificate of Formation and Limited Liability Company Agreement of the surviving corporation.
3. Under the Plan of Merger, the managers and officers of the Company prior to the effective date of the Merger will be the managers and officers of the Merging Party, following the effective date of the Merger, until such time as successors are duly elected or appointed and qualified or until their earlier death, designation or removal in accordance with the surviving entity's governing documents and applicable law.
4. The Company has agreed to pay any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.107 of the FRLICA.
5. The effective date of the Merger shall be the date these Articles are filed with the Department of State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed these Articles of Merger this 10th day of October, 2016.

THE COMPANY:

BroadbandOne, LLC, a Delaware limited liability company

By: 
Name: Jason Katz
Title: Chief Executive Officer

MERGING PARTY:

WVF Acquisition, LLC, a Florida limited liability company

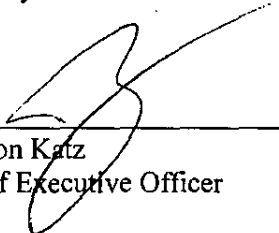
By: 
Name: Jason Katz
Title: Chief Executive Officer

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into this 10th day of October, 2016, by and between **BROADBANDONE, LLC**, a Delaware limited liability company d/b/a Host.net (the "Company"), and **WVF ACQUISITION, LLC**, a Florida limited liability company (the "Merging Entity").

RECITALS:

WHEREAS, the Company is the owner of 100% of the membership interests of the Merging Entity;

WHEREAS, the sole member and the managers of the Merging Entity and the sole member and the managers of the Company have determined that it is advisable and in the best interests of the Merging Entity and the Company, respectively, that, subject to the terms and conditions of this Agreement, the Merging Entity merge with and into the Company (the "Merger") upon the terms and conditions of this Agreement and in accordance with the provisions of the Delaware Limited Liability Company Act (the "DLLCA") and the Florida Revised Limited Liability Company Act ("FRLCA");

WHEREAS, the terms and conditions of the Merger, the mode of carrying the same into effect and such other terms and conditions as may be required or permitted to be stated in this Agreement are set forth below; and

WHEREAS, the sole member and the managers of the Merging Entity and the sole member and the managers of the Company have, respectively, by written consent, duly adopted and approved this Agreement in accordance with the provisions of the FRLCA and DLLCA, respectively.

NOW, THEREFORE, in consideration of mutual covenants, agreements and provisions hereinafter contained, the Company and the Surviving Entity do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

1. Merger. At the Effective Date (as hereinafter defined), the Merging Entity shall be merged with and into the Company. The Company shall be the surviving entity (the "Surviving Entity"), and the separate existence of the Merging Entity shall cease. The Merger shall become effective immediately upon the filing of the Certificate of Merger with the Secretary of State of Delaware (such date being, the "Effective Date").

2. Governing Documents.

(a) The Certificate of Formation of the Company, as it may be amended or restated subject to applicable law and as in effect immediately prior to the Effective Date, shall constitute the of Certificate of Formation of the Surviving Entity without further change or amendment, until thereafter amended in accordance with the provisions thereof and the DLLCA.

(b) The Limited Liability Company Agreement of the Company as in effect immediately prior to the Effective Date shall constitute the Limited Liability Company Agreement of the Surviving Entity without change or amendment until thereafter amended, in accordance with the provisions thereof and the DLLCA.

3. Officers and Managers. The persons who are officers and managers of the Company immediately prior to the Effective Date shall, after the Effective Date, be the officers and managers of the Surviving Entity, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Certificate of Formation, Limited Liability Company Agreement and applicable law.

4. Succession. On the Effective Date, (a) the Surviving Entity shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of the Merging Entity, (b) all property (real, personal and mixed) and all debts due on whatever account and all choses in action, and each and every other interest, of or belonging to or due the Merging Entity shall be vested in the Surviving Entity without further act or deed, and (c) the title to any real estate, or any interest therein, vested in the Merging Entity or the Company shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of the Merging Entity. Any claim existing or action or proceeding pending by or against the Merging Entity may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place.

5. Procedure at the Closing. At the Closing, the parties agree to take the following steps in the order listed below (provided, however, that upon their completion all of these steps shall be deemed to have occurred simultaneously):

(a) The Merging Entity and Surviving Entity shall duly execute the Certificate of Merger and file the Certificate of Merger with the Secretary of State of Delaware;

(b) The Merging Entity and Surviving Entity shall duly execute the Articles of Merger and file the Articles of Merger with the Department of State of Florida;

(c) The Merging Entity shall deliver to the Surviving Entity certified copies of resolutions from its sole member and managers authorizing the execution and delivery of this Agreement and the performance of the obligations hereunder and its consummation of the transaction contemplated hereby; and

(d) The Surviving Entity shall deliver to the Merging Entity certified copies of resolutions of sole member and managers of the Company authorizing the execution and delivery of this Agreement by the Company and the performance of the Company's obligations hereunder and its consummation of the transaction contemplated hereby.

6. Time and Place of the Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place simultaneously with the execution of this Agreement (the "Closing Date").

7. Cancellation of Membership Interests. On the Effective Date, by virtue of the Merger and without any action on the part of the Merging Entity, unless otherwise expressly required hereby or by applicable law, the Merging Entity's membership interests shall automatically be cancelled and extinguished and any certificates or other documents representing the Merging Entity's membership interests shall be cancelled.

8. Governing Law. The law of the State of Delaware shall govern all issues concerning the construction, validity and interpretation of this Agreement and the exhibits and schedules hereto, without giving effect to any choice of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

9. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Date with respect to any of the terms contained herein.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

11. Further Assurances. From time to time, as and when required or requested by either the Merging Entity or Surviving Entity, as applicable, or by its respective successors and assigns, there shall be executed and delivered on behalf of the other entity, or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of the Merging Entity and otherwise to carry out the purposes of this Agreement, and the members and officers of the Merging Entity are fully authorized in the name and on behalf of such company or otherwise, to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement and Plan of Merger as of the 30th day of October, 2016.

BROADBANDONE, LLC, a Delaware
limited liability company

By: _____

Name: Jason Katz

Title: Chief Executive Officer

WVF ACQUISITION, LLC, a Delaware
limited liability company

By: _____

Name: Jason Katz

Title: Chief Executive Officer