

579055

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**MERGER OR SHARE EXCHANGE
PRO SOUND, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

2020 NOV 30 PM 12:01

ARTICLES OF MERGER
DOMESTIC CORPORATION
INTO
DOMESTIC CORPORATION

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1105 of the FBCA:

1. The exact name, entity type and jurisdiction of each merging entity is:

<u>Name</u>	<u>Entity Type</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Pro Sound CA, Inc.	corporation	Florida	P04000066353

2. The exact name, entity type and jurisdiction of the surviving entity is:

<u>Name</u>	<u>Entity Type</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Pro Sound, Inc.	corporation	Florida	579055

3. The merger was approved by each domestic merging entity in accordance with the provisions of Section 607.1101(1)(b) of the FBCA.

4. The agreement and plan of merger attached as Exhibit A was approved by the sole shareholder of each of the merging entity and the surviving entity.


5. The surviving entity exists before the merger and is a domestic filing entity.

6. The effective time and date of the merger shall be 11:59 p.m. on December 31, 2020.

7. Signature for Each Party:


MERGING ENTITY:

PRO SOUND CA, INC.,
a Florida corporation

By: 
Name: Roderick J. Sintow
Title: Chief Executive Officer

SURVIVING ENTITY:

PRO SOUND, INC.,
a Florida corporation

By: 
Name: Steven Rothman
Title: Chief Financial Officer

2020 NOV 30 PM 12:01
FILED
STATE OF FLORIDA
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DALLAS

**AGREEMENT AND PLAN OF MERGER
OF
PRO SOUND CA, INC.
WITH AND INTO
PRO SOUND, INC.**

This Agreement and Plan of Merger (this "Agreement") is entered into on December 31, 2020, by and between Pro Sound CA, Inc., a Florida corporation (the "Merging Company"), and Pro Sound, Inc., a Florida corporation (the "Surviving Company"). The Merging Company and the Surviving Company are collectively referred to as the "Merging Entities".

BACKGROUND

Each of the Merging Company and the Surviving Company is a corporation duly incorporated and existing under the laws of Florida. Section 607.1101 of the Florida Business Corporation Act (the "FBCA") permits the merger of the Merging Entities in the manner provided in this Agreement. The sole shareholder of the Merging Company (the "MC Shareholder") and the board of directors of the Merging Company (the "MC Board") deem it advisable and in the best interest of the Merging Company to merge with and into the Surviving Company pursuant to the laws of Florida, and the MC Shareholder and the MC Board have approved the terms and conditions of this Agreement and directed that the proposed merger be consummated in accordance with the terms and conditions set forth below. The sole shareholder of the Surviving Company (the "SC Shareholder") and the board of directors of the Surviving Company (the "SC Board") deems it advisable and in the best interest of the Surviving Company that the Merging Company merge with and into the Surviving Company pursuant to the laws of Florida, and the SC Shareholder has approved the terms and conditions of this Agreement and directed that the proposed merger be consummated in accordance with the terms and conditions set forth below.

Accordingly, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction, as described above, the Merging Entities agree as follows:

TERMS

1. The Merging Entities agree that the Merging Company shall be merged with and into the Surviving Company, upon the terms and conditions of this Agreement (the "Merger"), and that the Surviving Company shall continue under the laws of Florida as the surviving limited liability company and they further agree as follows:

(a) At the Effective Time (defined below), the Articles of Incorporation of the Surviving Company shall continue to be the Articles of Incorporation of the Surviving Company, and no change to such Articles of Incorporation shall be effected by the Merger.

(b) At the Effective Time, the Bylaws of the Surviving Company shall continue to be the Bylaws of the Surviving Company, and no change to such Bylaws shall be effected by the Merger.

(c) At the Effective Time, the directors and officers of the Surviving Company immediately prior to the Effective Time shall be the directors and 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 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 Company or as otherwise provided by the FBCA.

2. The effective date and time of the Merger of the Merging Company with and into the Surviving Company shall be at 11:59 p.m. on December 31, 2020 (the "Effective Time"), and all aspects of the Merger shall be deemed effective at the time of the filings.

3. This Agreement was adopted and approved by the MC Shareholder, the MC Board, the SC Shareholder and the SC Board in accordance with the FBCA. This Agreement, the Articles of Merger, and such other documents as are necessary, appropriate or convenient to consummate the Merger shall be signed, acknowledged, and filed pursuant to the laws of Florida and the FBCA.

4. At the Effective Time, all of the outstanding common stock of the Merging Company immediately prior to the Merger will be automatically cancelled and retired and cease to exist by virtue of the Merger and without any action on the part of the holders of such stock. The transfer books of the Merging Company shall be closed and no transfer of the common stock shall subsequently be made or consummated.

5. Prior to and at the Effective Time, the Merging Entities shall take all actions necessary, appropriate or convenient in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary, appropriate or convenient to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of the Merging Company, the MC Shareholder, and the MC Board shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary, appropriate or convenient in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. At and after the Effective Time, the Surviving Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Company; all debts due to the Merging Company of whatever account shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Company; the title to any real estate vested by deed or otherwise vested in the Merging Company shall not revert or be in any way impaired, by reason of the Merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Time; and all debts, liabilities, and duties of the Merging Company shall then attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. This Agreement embodies the entire agreement between the parties with respect to subject matter of this Agreement. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

8. This Agreement is made pursuant to and shall be construed under the laws of Florida. It shall inure to the benefit of and be binding upon the Merging Company and the Surviving Company and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

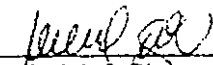
9. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same document, and electronic signatures shall have the same effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Merging Entities have signed this Agreement and Plan of Merger on the date first written above.


MERGING COMPANY:

**PRO SOUND CA, INC.,
a Florida corporation**

By: 
Name: Roderick J. Sintow
Title: Chief Executive Officer

SURVIVING COMPANY:

**PRO SOUND, INC.,
a Florida corporation**

By: 
Name: Steven Rothman
Title: Chief Financial Officer