

12/28/2017

2017-12-28 11:20:40 CST

12122023573 From: Kimberly Laughrey

Division of Corporations

Florida Department of State
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MERGER OR SHARE EXCHANGE

Audio Visual Innovations, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$148.75

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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)
Audio Visual Innovations, Inc.	Florida	665782

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Anderson Audio Visual, Inc.	California	N/A
Anderson Audio Visual - Bay Area, Inc.	California	N/A
Anderson Audio Visual - San Diego, Inc.	California	N/A

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.

December 31, 2017 at 12:01, Eastern Standard Time

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.)

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

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
December 28, 2017 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
December 28, 2017 and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
 17 DEC 28 PM 12:08
 DEPT. OF STATE
 TALLAHASSEE, FLORIDA

Steve Palmer, Chief Financial Officer

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 Sections 607.1104 and 607.1107 of the Florida Business Corporation Act (the "**Florida Act**") and Section 1110 of the California Corporations Code (the "**California Code**"), by and among Audio Visual Innovations, Inc., a Florida corporation ("**AVI Inc.**"), Anderson Audio Visual, Inc., a California corporation ("**AAV Inc.**"), Anderson Audio Visual – Bay Area, Inc., a California corporation ("**AAV Bay Area**") and Anderson Audio Visual–San Diego, Inc., a California corporation ("**AAV San Diego**" and together with AAV Inc. and AAV Bay Area, 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 shares of capital stock 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) a certificate of ownership, in the form attached hereto as **Exhibit B** (the "**California Certificate of Ownership**") 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 12:01 a.m., Eastern Standard Time (the

"Effective Time"). The Effective Time of the Mergers shall be stated in the Florida Articles of Merger.

1.3 Cancellation of Shares. At the Effective Time, by virtue of the Mergers and without further action, each share of capital stock 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.

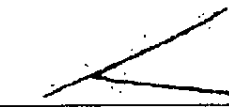
[Signature Pages Follow]

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

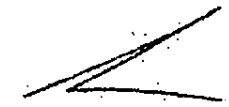
AUDIO VISUAL INNOVATIONS, INC.

By: 
Name: Steve Palmer
Title: Chief Financial Officer

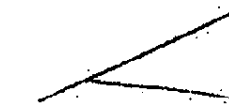
ANDERSON AUDIO VISUAL, INC.

By: 
Name: Steve Palmer
Title: Chief Financial Officer

ANDERSON AUDIO VISUAL – BAY AREA, INC.

By: 
Name: Steve Palmer
Title: Chief Financial Officer

ANDERSON AUDIO VISUAL–SAN DIEGO, INC.

By: 
Name: Steve Palmer
Title: Chief Financial Officer