

J54332



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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

One Family Investment

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<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF CORPORATIONS
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G. COULLIETTE NOV 01 1999

Ordered By: _____

Date: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

ONE FAMILY INVESTMENT, INC., a Florida corporation, J54332

INTO

ONEFAMILY.COM, INC., a Delaware corporation not qualified in Florida

File date: October 29, 1999

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER OF
ONE FAMILY INVESTMENT, INC.,
a Florida corporation
AND
ONEFAMILY.COM, INC.,
a Delaware corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the ~~Agreement~~ of Merger for merging ONE FAMILY INVESTMENT, INC., a Florida corporation with and into ONEFAMILY.COM, INC., a Delaware Corporation.

2. The shareholders entitled to vote on the aforesaid ~~Agreement~~ of Merger of ONE FAMILY INVESTMENT, INC., a Florida corporation, approved and adopted the ~~Agreement~~ of Merger at a meeting of said shareholders held on October 6,, 1999.

3. The merger of ONE FAMILY INVESTMENT, INC. with and into ONEFAMILY.COM, INC. is permitted by the laws of the jurisdiction of organization of the State of Delaware and has been authorized in compliance with said laws. The date of approval and adoption of the ~~Agreement~~ of Merger by the shareholders of ONEFAMILY.COM, INC. was October 6,, 1999.

4. The effective time and date of the merger herein provided for in the State of Florida shall be upon filing this certificate.

Executed on October 25, 1999.

ONE FAMILY INVESTMENT, INC.,
a Florida corporation

By: 

STEVEN CANTOR, CEO

ONEFAMILY.COM, INC.,
a Delaware corporation

By: 

Name: Steven Cantor

Title: Chairman

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "Agreement"), dated as of October 6, 1999 is entered into by and between One Family Investment, Inc., a Florida corporation ("OF-Florida"), and OneFamily.com, Inc., a Delaware corporation ("OF-Delaware").

WITNESSETH:

WHEREAS, OF-Florida is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the respective Boards of Directors of OF-Florida and OF-Delaware have determined that it is advisable and in the best interests of each of such corporations that OF-Florida merge with and into OF-Delaware (the "Merger") upon the terms and subject to the conditions set forth in this Agreement for the purpose of effecting the change of the state of incorporation of OF-Florida from Florida to Delaware;

WHEREAS, the respective Boards of Directors of OF-Florida and OF-Delaware have, by resolutions duly adopted, approved this Agreement, subject to the approval of the shareholders of each of OF-Delaware and OF-Florida; and

WHEREAS, this Agreement is intended as a tax-free plan of reorganization within the meaning of Section 368 of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, OF-Florida and OF-Delaware hereby agree as follows:

1. Merger. Subject to Section 9, OF-Florida shall be merged with and into OF-Delaware and OF-Delaware shall be the corporation surviving the Merger (hereinafter sometimes referred to as the "Surviving Corporation"). The Merger shall become effective upon the date and time when this Agreement is made effective in accordance with applicable law (the "Effective Time").

2. Governing Documents; Executive Officers and Directors. The Amended and Restated Certificate of Incorporation of OF-Delaware, from and after the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of OF-Delaware from and after the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof, or the Certificate of Incorporation of the Surviving Corporation and applicable laws. The members of the Board of Directors and committees of the Board of Directors and the officers of OF-Florida immediately prior to the Effective Time shall be the members of the Board of Directors and committees of the Board of

Directors and the officers of the Surviving Corporation from and after the Effective Time, until their respective successors have been duly elected and qualify, unless they earlier die, resign or are removed.

3. Succession. At the Effective Time, the separate corporate existence of OF-Florida shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public and private nature of OF-Florida; and all property, real, personal and mixed, and all debts due to OF-Florida on whatever account, as well as for share subscriptions as all other things in action belonging to OF-Florida, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every interest shall be thereafter as effectually the property of the Surviving Corporation as they were of OF-Florida, and the title to any real estate vested by deed or otherwise in OF-Florida shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of OF-Florida shall be preserved unimpaired, and all debts, liabilities and duties of OF-Florida shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of OF-Florida, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to OF-Florida. The employees and agents of OF-Florida shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of OF-Florida. The requirements of any plans or agreements of OF-Florida involving the issuance or purchase by OF-Florida of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation.

4. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of OF-Florida such deeds 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, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of OF-Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of OF-Florida or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) each share of the common stock, par value \$0.0025 per share (the "OF-Florida Common Stock"), of OF-Florida outstanding immediately prior to the Effective Time shall be changed and converted into and shall be 2/3rds fully paid and nonassessable share of common stock, par value \$0.01 per share (the "Surviving Corporation Common Stock"), of the Surviving Corporation. No fractional shares shall be issued and each person who would otherwise be entitled to receive a fractional share of the Surviving Corporation Common Stock shall instead be paid in cash the fair value of such fractional share as determined in good faith by the Board of Directors of the Surviving Corporation.]

(b) as of the Effective Time, the Surviving Corporation hereby assumes all obligations under any and all employee benefit plans of OF-Florida in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time and shall continue the stock option plans, warrants or other rights to purchase, or securities convertible into OF-Florida Common Stock. Each outstanding and unexercised option, warrant or other right to purchase, or security convertible into OF-Florida Common Stock shall become an option, warrant or right to purchase, or a security convertible into the Surviving Corporation Common Stock on the basis of 2/3rds share of the Surviving Corporation Common Stock for each share of OF-Florida Common Stock issuable pursuant to any such option, warrant or stock purchase right or convertible security, on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to any such OF-Florida option, warrant, stock purchase right or other convertible security at the Effective Time.

A number of shares of the Surviving Corporation Common Stock shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of OF-Florida Common Stock so reserved immediately prior to the Effective Time.

(c) the shares of Surviving Corporation Common Stock presently issued and outstanding in the name of OF-Florida shall be canceled and retired and resume the status of authorized and unissued shares of Surviving Corporation Common Stock, and no shares of Surviving Corporation Common Stock or other securities of OF-Florida shall be issued in respect thereof.

6. Stock Certificates. As of and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of OF-Florida Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Surviving Corporation Common Stock into which the shares of OF-Florida Common Stock formerly represented by such certificates, have been converted as herein provided. The registered owner on the books and records of the Surviving Corporation or its

transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Surviving Corporation Common Stock evidenced by such outstanding certificate as above provided.

7. Shareholder Approval. This Agreement has been approved by OF-Florida under Section 607.1103 of the Florida Business Corporation Act by the shareholders representing in excess of 50% of the issued and outstanding voting securities of OF-Florida. This Agreement has been approved by OF-Delaware under Section 253 of the General Corporation Law of the State of Delaware. The signature of OF-Florida on this Agreement shall constitute its written consent as sole shareholder of OF-Delaware, to this Agreement and the Merger.

8. Amendment. To the full extent permitted by applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto, either before or after approval of the shareholders of the constituent corporations and at any time prior to the Effective Time with respect to any of the terms contained herein.

9. Condition Precedent; Termination. The Merger is conditioned upon the respective Boards of Directors of OF-Florida and OF-Delaware having satisfied themselves in their discretion that no shareholder of OF-Florida has perfected any dissenter's rights under Florida law, or otherwise, with respect to the Merger, which condition may be waived by the respective Boards of Directors of OF-Florida and OF-Delaware in their discretion. In addition, at any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Boards of Directors of OF-Florida or OF-Delaware, notwithstanding approval of this Agreement by the shareholders of OF-Delaware or by the shareholders of OF-Florida, or both, if, in the opinion of either of the Boards of Directors of OF-Florida or OF-Delaware, circumstances arise which in the opinion of such Boards of Directors, make the Merger for any reason inadvisable.

10. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

11. Florida Appointment. OF-Delaware hereby agrees that it may be served with process in the State of Florida in any action or special proceeding for enforcement of any liability or obligation of OF-Florida or OF-Delaware arising from the Merger. OF-Delaware appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding and a copy of such process shall be mailed by the Secretary of State of Florida to OF-Delaware at c/o oneFamily.com, INC.,
8160 Blake land Drive, Ste.A, Littleton, CO 80125.

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

IN WITNESS WHEREOF, OF-Florida and OF-Delaware have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first written above.

ONE FAMILY INVESTMENT, INC.,
a Florida corporation

By: /s/ Steven Cantor

Name: Steven Cantor
Title: CEO

ONEFAMILY.COM, INC.,
a Delaware corporation

By: /s/ Steven Cantor

Name: Steven Cantor
Title: Chairman of the Board