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**MERGER OR SHARE EXCHANGE**  
**Gbell of Texas LLC**

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$58.75

**ARTICLES OF MERGER**

**Merging  
GBELL LLC,  
a Florida limited liability company,  
Into  
GBELL OF TEXAS LLC,  
a Texas limited liability company**

The following Articles of Merger are submitted in accordance with Section 605.1025 of the Florida Statutes.

**FIRST:** The name and jurisdiction of the merging entity is Gbell LLC, a Florida limited liability company, 1931 Village Boulevard 905-413, West Palm Beach, Florida 33409.

**SECOND:** The name and jurisdiction of the surviving entity is Gbell of Texas LLC, a Texas limited liability company (the "Surviving Entity"), 3910 Travis Street, Dallas, Texas 75204.

**THIRD:** The Agreement and Plan of Merger is attached hereto as **Exhibit A** (the "Plan of Merger").

**FOURTH:** The merger has been approved by each party to the merger, according to Florida law and according to Texas law. The Surviving Entity 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 – 605.1072.

**FIFTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the regulations or articles of organization of any limited liability company that is a party to the merger.

**SIXTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

EXECUTED as of the 27<sup>th</sup> day of December, 2016.

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JUDICIAL CIRCUIT IN AND FOR  
THE SEVENTH JUDICIAL CIRCUIT  
IN FLORIDA  
COUNTY OF PALM BEACH


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**SIGNATURE FOR EACH PARTY:**

**GBELL LLC, a Florida limited liability company**

By:   
Vaughn S. Pourchot, Manager

**GBELL OF TEXAS LLC, a Texas limited liability company**

By:   
Vaughn S. Pourchot, Manager

By:   
Hannah D. Pourchot, Manager

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**PLAN OF MERGER****Between****GBELL LLC****a Florida limited liability company****And****GBELL OF TEXAS LLC****a Texas limited liability company**

THIS PLAN OF MERGER is made as of the 27<sup>th</sup> day of December, 2016 by Gbell LLC, a Florida limited liability company ("Gbell"), having its principal place of business at 931 Village Boulevard 905-413, West Palm Beach, Florida 33409, and Gbell of Texas LLC, a Texas limited liability company ("Gbell of Texas"), having its principal place of business at 3910 Travis Street, Dallas, Texas 75204.

WHEREAS, the members of Gbell deemed it advisable and to the benefit of Gbell and its members to merge Gbell with and into Gbell of Texas, with Gbell of Texas as the survivor, as hereinafter specified and in accordance with the applicable laws of the States of Florida and Texas.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree upon the terms and provisions of this Plan as hereinafter set forth, subject to the approval of this Plan by the members of the respective entities as required by the applicable provisions of the Florida Revised Limited Liability Company Act and the Texas Business Organizations Code.

The terms and conditions of the merger and the mode of carrying the same into effect are as follows:

1. **Definitions.** The following terms when used herein shall have the meanings set forth as below:

1.1 "Constituent Entities" - shall mean Gbell of Texas and Gbell.

1.2 "Effective Date" - shall mean the date upon which the Articles of Merger are filed with the Florida Department of State and the Certificate of Merger is filed with the Texas Secretary of State.

1.3 "Effective Time" - shall mean the close of business on the Effective Date.

1.4 "Florida Act" - shall mean the Florida Revised Limited Liability Company Act.

1.5 "Surviving Entity" - shall mean Gbell of Texas.

1.6 "Texas Act" - shall mean the Texas Business Organizations Code.

2. **Merger.** Gbell, pursuant to the provisions of the Florida Act and the Texas Act, shall be merged with and into Gbell of Texas, the Surviving Entity, at the Effective Time. At the

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Effective Time and thereafter, Gbell of Texas shall continue to exist as the Surviving Entity. The separate existence of Gbell shall cease at the Effective Time.

3. **Effect of Merger.** At and after the Effective Time, the attributes of the Surviving Entity shall be as set forth below:

3.1 The Certificate of Formation of Gbell of Texas in effect on the Effective Date shall be the Certificate of Formation of the Surviving Entity. The Certificate of Formation of Gbell of Texas in effect at such time shall continue in full force and effect unless and until amended in the manner prescribed therein, or in the Texas Act.

3.2 The managers of Gbell of Texas shall constitute the managers of the Surviving Entity, until they shall resign, die or otherwise cease to hold the office of manager in accordance with the Certificate of Formation.

3.3 The internal organization of Gbell, as constituted at the Effective Time, shall be the internal organization of the Surviving Entity, and all employees of Gbell shall, at the Effective Time, be employees of the Surviving Entity, entitled to the same rights and benefits which they enjoyed as employees of Gbell.

4. **Separate Existence.**

4.1 At the Effective Time, the separate existence of Gbell shall completely cease. The Surviving Entity thereafter shall have all the rights, privileges, powers and immunities, and shall be subject to all the duties, liabilities, obligations and disabilities of a limited liability company formed under the Texas Act. The Surviving Entity shall, at the Effective Time and thereafter, own, possess and be vested with all franchises, both public and of private nature, as well as all the rights, privileges, powers and immunities of Gbell. All rights, property and assets of every kind and character belonging to Gbell shall be deemed to be transferred to and vested in the Surviving Entity without any further act or deed whatsoever. The title to any real property, or interest therein, owned or possessed by or vested in Gbell shall not revert or be in any way impaired by reason of the merger provided herein. The Surviving Entity shall, at the Effective Time and thenceforth, be subject to and liable for all the liabilities and obligations of the Constituent Entities; and any claim existing, or action or proceeding pending, by or against any of such entities may be prosecuted to judgment as if such merger had not taken place, or the Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Constituent Entity shall be impaired by the merger contemplated herein.

4.2 At the Effective Time, all acts, plans, policies, resolutions, approvals and authorizations of the manager, members and agents of Gbell, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, resolutions, approvals and authorizations of the Surviving Entity and shall be effective and binding thereon as the same were with respect to Gbell.

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**5. Cancellation of Membership Interests.**

5.1 At the Effective Time, all issued and outstanding membership interests of Gbell shall be canceled, without conversion or exchange. Each of the membership interests of Gbell of Texas issued and outstanding immediately prior to the Effective Time shall continue to be the issued and outstanding membership interests of the Surviving Entity.

5.2 Certificates representing membership interests of Gbell shall not be physically converted or exchanged. After the Effective Date, upon the surrender of any such certificate to the transfer agent of the Surviving Entity, the transferee or other holder of the certificate surrendered shall receive in exchange therefor a certificate of the Surviving Entity.

6. **Approval.** The Plan shall be submitted to the managers and members of Gbell of Texas and Gbell for their approval or rejection in the manner prescribed in the provisions of the Texas Act and the Florida Act, respectively.

7. **Consummation.** Provided that (a) the Plan shall have been fully approved on behalf of the Constituent Entities in the manner prescribed in the provisions of the Texas Act and the Florida Act, and (b) any required approval or a waiver of such approval by any applicable regulatory authority is received, Gbell of Texas and Gbell, promptly upon receipt of both such approvals, will each cause to be executed, acknowledged, filed and recorded any document or documents prescribed by the laws of Texas and Florida in connection with mergers, and will each cause to be performed all necessary acts within said states and elsewhere, to effect the merger herein provided for, subject, however, to any provisions hereafter contained for abandoning this Plan by the managers of Gbell of Texas and Gbell before and after approval of the same.

8. **Other Acts.** The managers of Gbell of Texas and Gbell are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan for the merger herein provided for, or, if appropriate, the abandonment thereof.

9. **Abandonment.** The Plan may be abandoned by consent of the managers of Gbell of Texas and Gbell at any time prior to the filing with the Texas Secretary of State and the Florida Department of State if, in the judgment of the such persons, the merger would be inadvisable for any reason.

IN WITNESS WHEREOF, the Plan is executed by and on behalf of the Constituent Entities upon the date first above written.

*[Signature Page Follows]*

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**GBELL LLC, a Florida limited liability company**

By: 

Vaughn S. Pourchot, Manager

**GBELL OF TEXAS LLC, a Texas limited liability company**

By: 

Vaughn S. Pourchot, Manager

By: 

Hannah D. Pourchot, Manager

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