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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12/31/2011
T SCHROEDER

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 117462 4321040
AUTHORIZATION : 
COST LIMIT : \$ 60.00

ORDER DATE : December 30, 2019
ORDER TIME : 2:59 PM
ORDER NO. : 117462-005
CUSTOMER NO: 4321040

ARTICLES OF MERGER

GLOBAL GREEN REJUVENATION LLC

INTO

AMTIMEL INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Altimel Inc.
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Art Mitchell

Contact Person

Schiff Hardin LLP

Firm/Company

233 S. Wacker Drive, Ste. 7100

Address

Chicago, IL 60606-6446

City, State and Zip Code

amitchell@schiffhardin.com

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

For further information concerning this matter, please call:

Art Mitchell at (312) 258-5650

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

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Global Green Rejuvenation LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Altinel Inc.	Delaware	corporation

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

The Plan of Merger is attached.

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

Corporation Services Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2020

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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

Global Green Rejuvenation LLC



Howard Schwartz, CEO

Alttime Inc.



Howard Schwartz, President

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees: For each Limited Liability Company:

\$25.00

For each Corporation:

\$35.00

For each Limited Partnership:

\$52.50

For each General Partnership:

\$25.00

For each Other Business Entity:

\$25.00

Certified Copy (optional):

\$30.00

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement") is entered into as of January 1, 2020 between Altimel Inc., a Delaware corporation ("Altimel"), and Global Green Rejuvenation LLC, a Florida limited liability company ("Global Green").

WHEREAS, Altimel, as the sole Member of Global Green, deems it advisable and in the best interests of that company that it shall be merged with and into Altimel (the "Merger") and, as a result, has approved this Agreement and the Merger;

WHEREAS, the Board of Directors of Altimel deems it advisable and in the best interests of that corporation and its stockholders that Global Green be merged with and into Altimel and, as a result, have approved this Agreement and the Merger; and

NOW THEREFORE, the parties hereby covenant and agree as follows:

SECTION 1. THE MERGER.

(a) Merger; Surviving Corporation. In accordance with and subject to the terms, provisions and conditions of this Agreement, at the Effective Date (as hereinafter defined), Global Green shall be merged with and into Altimel, and the separate corporate existence of Global Green shall thereupon cease. Altimel shall be the surviving corporation (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware.

(b) Effective Date. The effective date of the Merger (the "Effective Date") shall be January 1, 2020.

(c) Certificate of Incorporation; By-Laws. The Certificate of Incorporation of Altimel as in effect immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation until they shall thereafter be duly amended. The by-laws of Altimel as in effect immediately prior to the Effective Date shall be the by-laws of the Surviving Corporation until they shall thereafter be duly amended.

(d) Directors; Officers. The persons who are the directors and officers of Altimel immediately prior to the Effective Date shall, from and after the Effective Date, be the directors and officers, respectively, of the Surviving Corporation until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the provisions of the Delaware General Corporation Law, as amended, the Certificate of Incorporation and the by-laws of the Surviving Corporation.

(e) Effect of the Merger. On the Effective Date, the separate existence of Global Green shall cease and the corporate existence and identity of Altimel, as the Surviving Corporation, shall continue under the name Altimel Inc. All of the property, assets, rights, privileges, powers, franchises and immunities of each of Global Green shall vest in the Surviving Corporation. All debts, liabilities and obligations of Global Green shall become the debts, liabilities and obligations of the Surviving Corporation. The Surviving Corporation shall thenceforth be responsible for all the

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JACKSONVILLE, FLORIDA

liabilities and obligations of Global Green but the liabilities of Global Green or of its members, directors or officers shall not be affected, nor shall the rights of the creditors or of any persons dealing with Global Green be impaired by the Merger, and any claim existing or action or proceeding pending by or against any of Altimel or Global Green may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be proceeded against or substituted in its place.

SECTION 2. CONVERSION AND EXCHANGE OF SHARES.

On the Effective Date, by virtue of the Merger and without any action on the part of the holder of (a) any share of common stock, \$.01 par value per share, of Altimel ("Altimel Common Stock"), or (b) any economic interest unit of Global Green ("Global Green Unit");

(1) Each share of Altimel Common Stock that is issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding, unchanged by reason of the Merger, and shall represent one share of common stock of the Surviving Corporation; and

(2) Each Global Green Unit held immediately prior to the Effective Date shall be cancelled without consideration.

SECTION 3. GENERAL.

(a) 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 Global Green such deeds and other instruments, and there shall be taken or caused to be taken by or on behalf of each such corporation such further and other action, as shall be appropriate or necessary to give effect to the transactions contemplated hereunder.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

(c) Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Merger and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to such subject matter. This Agreement shall not be modified or amended other than by written agreement of the parties hereto. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.


(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]


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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and
year first written.

GLOBAL GREEN REJUVENATION LLC

By: 
Name: Howard Schwartz
Title: Chief Executive Officer

ALTIMEL INC.

By: 
Name: Howard Schwartz
Title: President

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