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## MERGER OR SHARE EXCHANGE

Glimpse Live, LLC

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**ARTICLES OF MERGER OF  
GLIMPSE LIVE, INC., A CALIFORNIA CORPORATION  
WITH AND INTO  
GLIMPSE LIVE, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

The following Articles of Merger are prepared in accordance with Section 605.1025, Florida Statutes, and submitted to merge the following California corporation into the following Florida limited liability company in accordance with Section 605.1021, Florida Statutes.

1. Glimpse Live, Inc., a California corporation and assigned entity number C3632895 is merging with and into Glimpse Live, LLC, a Florida limited liability company that has been assigned document number L14000165655.

2. The attached Plan of Merger was approved by Glimpse Live, Inc. in accordance with the applicable provisions of the General Corporation Law of California by unanimous written consent of the shareholders and directors of Glimpse Live, Inc. on October 27, 2014 and by Glimpse Live, LLC in accordance with the applicable provisions of Chapter 605, Florida Statutes by unanimous written consent of the members and managers of Glimpse Live, LLC on October 27, 2014.

3. Pursuant to the Plan of Merger, Glimpse Live, Inc. shall be merged with and into Glimpse Live, LLC, the surviving entity.

4. The surviving entity will pay any members of the surviving entity with appraisal rights any amounts such members are entitled to in accordance with Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

5. The merger shall be effective at 12:01 a.m. on October 27, 2014.

[Signatures on the following page]


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The undersigned have executed the Articles of Merger as of oct 27, 2014.

**GLIMPSE LIVE, INC., a California  
corporation**

By:   
Name: Casey Hedberg  
Title: President

**GLIMPSE LIVE, LLC, a Florida limited  
liability company**

By:   
Name: Casey Hedberg  
Title: President

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**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "**Plan**") is executed Oct 27, 2014, by and among Glimpse Live, Inc., a California corporation ("**Glimpse CA**"), and Glimpse Live, LLC, a Florida limited liability company ("**Glimpse FL**" or the "**Surviving Entity**"). Glimpse CA and Glimpse FL are hereinafter sometimes referred to collectively as the "**Constituent Entities**."

**W I T N E S S E T H:**

**WHEREAS**, the board of directors and shareholders of Glimpse CA and the managers and members of Glimpse FL have determined that it would be in the best interests of their respective entities and their respective shareholders and members for Glimpse CA to merge with and into Glimpse FL in accordance with California and Florida law.

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants, agreements, provisions and grants herein contained, the Constituent Entities hereby agree and prescribe the terms and conditions of this Plan and the mode of carrying the same into effect, as follows:

1. **Merger.** Subject to and on the terms and conditions set forth herein, on the Effective Date (as defined in Section 2 below), Glimpse CA shall be merged with and into Glimpse FL, with the separate corporate existence of Glimpse CA ceasing and Glimpse FL shall continue as the surviving entity of the Merger (the "**Merger**").

2. **Effective Date.** The Merger shall become effective at 12:01 a.m. on Oct 27, 2014 (the "**Effective Date**").

3. **Effect of Merger.** Upon the Effective Date: (a) Glimpse CA and Glimpse FL shall become a single limited liability company and the separate corporate existence of Glimpse CA shall cease; (b) Glimpse FL shall succeed to and possess all the rights, privileges, powers, and immunities of Glimpse CA which, together with all of the assets, properties, business, patents, trademarks, and goodwill of Glimpse CA of every type and description wherever located, shall vest in Glimpse FL without further act or deed; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall remain unimpaired; and (d) the name of Glimpse FL shall remain.

4. **Articles of Organization, Etc.** Upon the Effective Date and by virtue of the Merger: (a) the articles of organization of Glimpse FL as in effect immediately prior to the Effective Date, shall be the articles of organization of the Surviving Entity until thereafter amended in accordance with the provisions thereof and as provided by Florida law; and (b) the articles of incorporation and bylaws of Glimpse CA as in effect immediately prior to the Effective Date, shall be terminated.

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5. **Cancellation of Shares.** Upon the Effective Date, all Shares of Common Stock of Glimpse CA issued and outstanding immediately prior to the Effective Date shall be canceled and shall be converted automatically into 10,000,000 Units of limited liability company interests in Glimpse FL, with Casey Hedberg owing 3,000,000 Units in Glimpse FL, Larry Wan, D.O. owing 529,411 Units in Glimpse FL and Kenny Akridge owning 225,286 Units in Glimpse FL.

6. **Governing Law.** This Plan shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles.


7. **Counterparts.** This Plan may be executed in counterparts, each of which when so executed shall constitute an original copy hereof, but both of which together shall be considered but one and the same document.

*{Signatures on the Following Page}*


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**IN WITNESS WHEREOF**, the parties have executed this Plan of Merger on the date first above written.

**GLIMPSE LIVE, INC. , a California  
corporation**

By:   
Name: Casey Hedberg  
Title: President

**GLIMPSE LIVE, LLC, a Florida limited  
liability company**

By:   
Name: Casey Hedberg  
Title: President

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