



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM

Date: **February 22, 2018**

Account#: I20000000088

Name: **Marisa Kugelmann**

Reference #: **T015085**

Entity Name: **FIRESRING FUND, INC.**

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other _____

*Please file
first*

Authorized Amount: **\$105**

Signature: *Marisa Kugelmann*

✉ CORPORATE HQ
COGENCY GLOBAL INC.
10 E 40TH ST, 10TH FL
NY, NY 10016
800.221.0102
+1.212.947.7200

✉ EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REGISTERED IN ENGLAND & WALES,
REGISTRY NUMBER
6 BEVIS MARKS, 1ST FL
LONDON EC3A 7BA
+44 (0)20.3786.1090

✉ ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
INFINITUS PLAZA, 12TH FL
199 DES VOEUX RD CENTRAL
HONG KONG
+852.3975.1803



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
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FILED

ARTICLES OF MERGER

18 FEB 22 AM 9:14

OF

STARTER STUDIO INC.,
a Florida not-for-profit corporation

AND

CANVSORL, INC.,
a Florida not-for-profit corporation

INTO

FIRESPRING FUND, INC.,
a Florida not-for-profit corporation

The following Articles of Merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to 617.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
FIRESPRING FUND, INC.	Florida	N15000005827

SECOND: The name and jurisdiction of the merging parties are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
STARTER STUDIO INC.	Florida	N15000000031
CANVSORL, INC.	Florida	N14000002197

THIRD: The Plan of Merger is attached as Exhibit A.

FOURTH: The merger shall become effective on February 22, 2018.

FIFTH: STARTER STUDIO INC. has no members. The Plan of Merger was adopted by the board of directors of STARTER STUDIO INC. on February 15, 2018. The number of directors in office was three (3). The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 3 FOR; 0 AGAINST.

SIXTH: CANVSORL, INC. has no members. The Plan of Merger was adopted by the board of directors of CANVSORL, INC. on January 30, 2018. The number of directors in office was twelve (12). The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 12 FOR; 0 AGAINST.

SEVENTH: FIRESPRING FUND, INC. has no members. The Plan of Merger was adopted by the board of directors of FIRESPRING FUND, INC. on January 30, 2018. The number of directors in office was ten (10). The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 10 FOR; 0 AGAINST.

EIGHTH: In accordance with, and as approved within, the Plan of Merger, the Articles of Incorporation of the surviving party are hereby amended and restated, effective as of the effective time of the merger, as reflected in **Exhibit B** attached hereto.

[Signature Page Follows.]

The foregoing Articles of Merger were executed by the undersigned parties effective February 22, 2018

FIRESRING FUND, INC.,
a Florida not-for-profit corporation

By: 

Name: KIRSTIE CHADWICK

Title: Authorized Officer

STARTER STUDIO INC.,
a Florida not-for-profit corporation

By: _____

Name: DONNA MACKENZIE

Title: Authorized Officer

CANVSORL, INC., a Florida not-for-profit
corporation

By: _____

Name: THADDEUS SEYMOUR, JR.

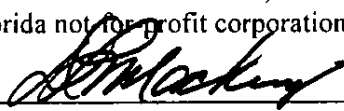
Title: Authorized Officer

The foregoing Articles of Merger were executed by the undersigned parties effective February 22, 2018.

FIRESRING FUND, INC.,
a Florida not-for-profit corporation

By: _____
Name: KIRSTIE CHADWICK
Title: Authorized Officer

STARTER STUDIO INC.,
a Florida not-for-profit corporation

By:  _____
Name: DONNA MACKENZIE
Title: Authorized Officer

CANVSORL, INC., a Florida not-for-profit
corporation

By: _____
Name: THADDEUS SEYMOUR, JR.
Title: Authorized Officer

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FIRESRING FUND, INC.,
a Florida not-for-profit corporation

By: _____
Name: KIRSTIE CHADWICK
Title: Authorized Officer

STARTER STUDIO INC.,
a Florida not-for-profit corporation

By: _____
Name: DONNA MACKENZIE
Title: Authorized Officer

CANVSORL, INC., a Florida not-for-profit
corporation

By:  _____
Name: THADDEUS SEYMOUR, JR.
Title: Authorized Officer

EXHIBIT A

PLAN OF MERGER

Separately attached.

PLAN OF MERGER

This Plan of Merger (the "Plan of Merger"), dated as of the 22st day of February, 2018, is entered into by and among **FIRESPRING FUND, INC.**, a Florida not-for-profit corporation ("Firespring"), **CANVSORL, INC.**, a Florida not-for-profit corporation ("Canvs"), and **STARTER STUDIO INC.**, a Florida not-for-profit corporation ("Starter Studio"), with respect to the merger of Canvs and Starter Studio with and into Firespring. Firespring, Canvs, and Starter Studio are each sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS the Parties deem it advisable and in their respective best interests to merge Canvs and Starter Studio with and into Firespring (the "Merger") pursuant to Sections 617.1101 - 617.1106, Florida Statutes (2017).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by the Parties, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

MERGER OF CANVS AND STARTER STUDIO WITH AND INTO FIRESPRING

1.1. Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined) Canvs and Starter Studio shall be merged with and into Firespring, and Firespring shall be the surviving corporation and shall thereafter exist under the name specified in Section 1.3 below. The separate corporate existence of Canvs and Starter Studio shall cease at the Effective Time in accordance with the provisions of Section 617.1106, Florida Statutes. At the Effective Time of the Merger, any interest in and title to all real estate and other property owned by Canvs and Starter Studio shall immediately and automatically, by operation of law, become the property of Firespring without reversion or impairment, and all debts, liabilities and obligations of Canvs and Starter Studio shall become those of Firespring and shall not be released or impaired by the Merger. Firespring shall succeed in all respects to all of the rights and obligations of Canvs and Starter Studio.

1.2. Articles of Incorporation. The Articles of Incorporation of Firespring in effect immediately prior to the Effective Time shall be amended and restated in their entirety at the Effective Time to be in substantially the form attached as Exhibit "A" hereto (the "Amended and Restated Articles of Incorporation").

1.3. Name of Surviving Corporation. At the Effective Time and pursuant to this Plan of Merger, the corporate name of the surviving corporation shall be **STARTER STUDIO FL INC.**, a Florida not-for-profit corporation, as reflected in the Amended and Restated Articles of Incorporation.

1.4. Taking of Necessary Action. Canvs, Starter Studio and Firespring, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida, and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the States of Florida. If at any time or times after the Effective Time of the Merger any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest Firespring with full title to all properties, assets, rights and approvals of Canvs and Starter Studio, the officers and directors of Firespring shall take all such necessary action.

1.5. Directors. Effective as of the Effective Time the Directors of Firespring shall consist of the individuals listed in Schedule 1.5(a). The initial number of Directors shall be set at seventeen (17). Each such Director shall serve for a term of at least one (1) year following the Effective Date. The individual terms of such Directors shall be determined by the Board of Directors of Firespring in accordance with the bylaws of Firespring.

1.6. Authorization. The respective officers of Canvs, Starter Studio and Firespring have been authorized to execute the Articles of Merger on behalf of their respective corporations, in conformity with the provisions of Florida law; and the respective officers of Canvs, Starter Studio and Firespring are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or 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 of Merger or the Merger herein provided for.

ARTICLE II EFFECTIVE TIME OF THE MERGER

The Merger shall be effective upon the later of filing of the Articles of Merger with the Florida Department of State or 12:01 a.m. on February 22, 2018 (the "Effective Time"). Following execution of this Plan of Merger the Parties shall file the Articles of Merger, in substantially the same form as attached as Exhibit "B" hereto, and the Amended and Restated Articles of Incorporation, and such other or further documents as may be necessary or desirable in connection therewith, with the Florida Department of State, Division of Corporations in accordance with Section 617.1105 Florida Statutes (2017).

ARTICLE III MISCELLANEOUS

3.1. Applicable Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

3.2. Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument. Delivery of a facsimile of a manually executed counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.

3.3. Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned by any Party hereto.

3.4. Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Parties to carry out the transactions provided for in this Plan of Merger, will use reasonable commercial efforts to cause satisfaction of the conditions to consummation of the transactions provided for in this Plan of Merger, and will refrain from any actions inconsistent with this Plan of Merger. Each Party shall, upon request of another Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger.

3.5. Binding Effect. The provisions of this Plan of Merger shall extend to, bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything stated to the contrary in this Plan of Merger, this Plan of Merger is intended solely for the benefit of the Parties and is not intended to, and shall in no way create enforceable third party beneficiary rights.

3.6. Construction. All terms and words used in this Plan of Merger, regardless of the number or gender in which they are used, shall be deemed to and shall include any other number or gender as the context may require. The headings in this Plan of Merger are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Plan of Merger.

3.7. Fees and Expenses. Except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party.

3.8. Role of Foley & Lardner LLP. The Parties acknowledge and agree that Foley & Lardner LLP ("Foley") has acted as legal counsel to Canvs, Starter Studio and Firespring for the sole and limited purpose of drafting the appropriate legal documents to complete the Merger pursuant to the Florida Not For Profit Corporation Act. Foley has not provided advice, express or implied, regarding the desirability of the Merger or the potential advantages, disadvantages, risks or rewards of the Merger. The Parties understand that they have the right to consult with independent legal counsel and have been afforded the opportunity to consult separate counsel. Foley has advised Canvs, Starter Studio and Firespring of the potential and actual conflict of interest presented by Foley providing such counsel to the Parties collectively and each of Canvs, Starter Studio and Firespring have irrevocably and unconditionally waived the conflict of interest and authorized Foley to proceed in this matter.

3.9. Jurisdiction of Disputes. Venue for any legal action arising out of this Plan of Merger shall be in Orange County, Florida and jurisdiction shall be vested exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting without jury, in said county and having subject matter jurisdiction). The Parties hereby consent to the jurisdiction of such court in any matter so to be submitted to it.

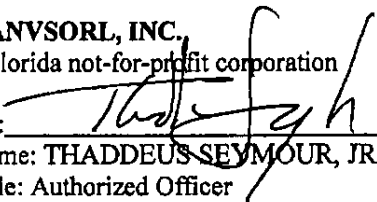
3.10. Severability. If any term or provision of this Plan of Merger or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Plan of Merger, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Plan of Merger will be valid and be enforced to the fullest extent permitted by law, but only to the extent the same continues to reflect fairly the intent and understanding of the Parties expressed by this Plan of Merger taken as a whole. The use of headings does not limit the terms of this Plan of Merger.

3.11. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Florida without regard to conflict of laws principles.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

CANVSORL, INC.,
a Florida not-for-profit corporation

By: 
Name: THADDEUS SEYMOUR, JR.
Title: Authorized Officer

STARTER STUDIO INC.,
a Florida not-for-profit corporation

By: _____
Name: DONNA MACKENZIE
Title: Authorized Officer

FIRESPRING FUND, INC.,
a Florida not-for-profit corporation

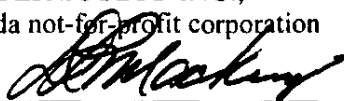
By: _____
Name: KIRSTIE CHADWICK
Title: Authorized Officer

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a Florida not-for-profit corporation

By: _____
Name: THADDEUS SEYMOUR, JR.
Title: Authorized Officer

STARTER STUDIO INC.,
a Florida not-for-profit corporation

By:  _____
Name: DONNA MACKENZIE
Title: Authorized Officer

FIRESRING FUND, INC.,
a Florida not-for-profit corporation

By: _____
Name: KIRSTIE CHADWICK
Title: Authorized Officer

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a Florida not-for-profit corporation

By: _____
Name: DONNA MACKENZIE
Title: Authorized Officer

FIRESPRING FUND, INC.,
a Florida not-for-profit corporation


By:  _____
Name: KIRSTIE CHADWICK
Title: Authorized Officer

EXHIBIT "A"

Amended and Restated Articles of Incorporation

Separately attached.

EXHIBIT "B"
Articles of Merger

Separately attached.

SCHEDULE 1.5(A)

Directors:

1. TERRANCE BERLAND
2. JOSHUA BROWN
3. KELLY COHEN
4. CARLOS CARBONELL
5. KIRSTIE CHADWICK
6. CARI COATS
7. RODNEY CRUISE
8. PHILIP HOLT
9. DONNA MACKENZIE
10. LILIAN MYERS
11. THOMAS O'NEAL
12. TAYLOR PANCAKE
13. ROB PANEPINTO
14. GREGG POLLACK
15. THADDEUS SEYMOUR, JR.
16. JONATHAN TAYLOR
17. JOHN VECCHIO

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Separately attached.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
FIRESPRING FUND, INC.**

FIRESPRING FUND, INC., a Florida not for profit corporation (the "Corporation"), under the Florida Not For Profit Corporation Act (the "Act"), hereby adopts the following Articles of Incorporation:

ARTICLE I
Name

The name of the Corporation is **STARTER STUDIO FL INC.**

ARTICLE II
Principal Office and Mailing Address

The principal office address and mailing address of the Corporation is 101 S. Garland Avenue, Suite 108, Orlando, Florida 32801-3276. The location of the principal office shall be subject to change as may be provided in the bylaws duly adopted by the Corporation (the "Bylaws").

ARTICLE III
Purposes

The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code"). Notwithstanding any other provision of these Articles of Incorporation, the Bylaws, or any other provision of law, the Corporation shall not carry on any activities which would cause it to fail to qualify, or to fail to continue to qualify, as (i) an organization exempt from federal income tax under section 501(c)(3) of the Code (or the corresponding section of any future federal tax code), or (ii) an organization to which contributions are deductible under sections 170, 2055, and 2522 of the Code (or the corresponding sections of any future federal tax code).

ARTICLE IV
Powers

The Corporation shall have all powers conferred upon not for profit corporations organized under the Act but shall exercise such powers only in fulfillment of its above-stated purposes; provided, however,

- (i) no substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
- (ii) no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, trustees, officers, or other private persons, except

that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

ARTICLE V
Dissolution and Liquidation

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future federal tax code), or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE VI
Term

The term for which the Corporation shall exist shall be perpetual.

ARTICLE VII
Members

The Corporation shall have no members unless the Bylaws provide for members and designate any qualifications and rights of such members necessary in accordance with applicable provisions of the Act.

ARTICLE VIII
Board of Directors

The affairs of the Corporation shall be managed by a Board of Directors. The number and manner of election or appointment of Directors and their terms of office shall be as provided in the Bylaws.

ARTICLE IX
Registered Office and Agent

The address of the Registered Office of the Corporation is One Independent Drive, Suite 1300, Jacksonville, Florida 32202-5017, and the Registered Agent at such address is F&L Corp.

ARTICLE X
Amendment of Articles of Incorporation

These Articles of Incorporation may be amended as provided in the Bylaws.

There are no members of the Corporation entitled to approve the foregoing Articles of Incorporation. The foregoing Articles of Incorporation were duly adopted by the Corporation's Directors effective February 22, 2018 and have been executed by the undersigned, authorized representative in accordance with the requirements of the Act.

By: 
Printed Name: DONNA MACKENZIE
Title: Authorized Officer

[Signature to Amended and Restated Articles of Incorporation]


ACCEPTANCE OF APPOINTMENT
BY REGISTERED AGENT

THE UNDERSIGNED, having been named in Article IX of the foregoing Articles of Incorporation as Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that it is familiar with, and hereby accepts, the obligations set forth in Section 617.0501, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to it as Registered Agent of the Corporation.

DATED, this 22nd day of February, 2018.

REGISTERED AGENT:

F&L CORP.

By: 

Michael A. Okaty
Agent and Authorized Agent