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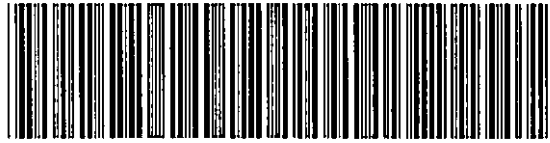
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*merger*  
**R. WHITE**  
**DEC 18 2017**

December 13, 2017

Amendment Section  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314

RE: Vology, Inc. - P01000114575  
Filing of Articles of Merger  
Vital Network Services, Inc., a Delaware corporation and wholly-owned subsidiary  
Merging with and into Vology, Inc., a Florida corporation and parent

Ladies and Gentlemen:

Enclosed for filing please find a manually signed copy of the Articles of Merger with regard to the merger of Delaware stock corporation and subsidiary Vital Network Services, Inc. with and into Florida stock corporation and parent Vology, Inc. I have enclosed a check in the amount of \$70.00 for the filing fees made payable to the Florida Department of State.

Please return the stamped copy for this filing to the undersigned.

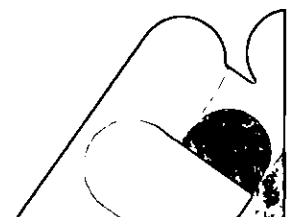
I may be reached by phone at 727-281-4527 or by email at [kpeck@vology.com](mailto:kpeck@vology.com) with any questions.

Thank you for your attention to this matter.

Sincerely,



Kelly Peck  
Corporate Paralegal



FILED  
17 DEC 14 PM 4:01  
SF 1011 10000114575  
TALLAHASSEE FL FLA

**ARTICLES OF MERGER  
MERCING  
VITAL NETWORK SERVICES, INC. (a Delaware corporation)  
WITH AND INTO  
VOLOGY, INC. (a Florida corporation)**

The following Articles of Merger are submitted in accordance with the Florida Business Corporations Act, pursuant to Section 607.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation, a Florida corporation (the "Surviving Corporation"):

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Vology, Inc. 15950 Bay Vista Dr. Clearwater, FL 33760	Florida	P01000114575

**SECOND:** The name and jurisdiction of the merging corporation, a Delaware corporation (the "Merging Corporation"):

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Vital Network Services, Inc. 14520 McCormick Drive Tampa, Florida 33626	Delaware	3409103

**THIRD:** The Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall cease. The Surviving Corporation is the surviving entity in the merger. A true and correct copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and incorporated herein by this reference.

**FOURTH:** The Merger shall become effective at 12:01 a.m. on January 1, 2018.

**FIFTH:** The Plan of Merger was adopted by the Board of Directors of the Surviving Corporation on November 1, 2017. In accordance with applicable Florida law, shareholder approval was not required.

**SIXTH:** The Plan of Merger was adopted by the Board of Directors of the Merging Corporation on November 1, 2017. In accordance with applicable Florida and Delaware law, shareholder approval was not required.

*[SIGNATURES ARE ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, each of the parties has caused these Articles of Merger to be executed on its behalf by its respective officers thereunto duly authorized, all as of November 1, 2017.

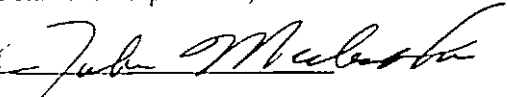
**VOLOGY, INC.**  
(a Florida corporation)

By: 

Name: Doug Pray

Title: CFO

**VITAL NETWORK SERVICES, INC.**  
(a Delaware corporation)

By: 

Name: John Medaska

Title: Executive Vice President

*[SIGNATURE PAGE TO ARTICLES OF MERGER – FLORIDA]*

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**  
**VITAL NETWORK SERVICES, INC. WITH AND INTO VOLOGY, INC.**

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is dated as of November 1, 2017 (this "Agreement") by and between Vology, Inc. ("Company"), a Florida corporation, and Vital Network Services, Inc. ("Subsidiary"), a Delaware corporation.

**WHEREAS**, Company is a corporation duly organized and existing under the laws of the State of Florida, and Subsidiary is a corporation duly organized and existing under the laws of the State of Delaware; and.

**WHEREAS**, all of the issued and outstanding shares of the capital stock of Subsidiary is owned by Company, and as such Subsidiary is a wholly-owned subsidiary of Company; and

**WHEREAS**, the respective boards of directors of Company and Subsidiary have been duly advised of the terms and conditions of this Agreement, have determined that it is advisable and in the best interests of each corporation that Subsidiary merge with and into Company (the "Merger") and, by resolutions duly adopted, have authorized, approved and adopted this Agreement and the Merger; and

**WHEREAS**, for United States federal income tax purposes, the parties hereto intend that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder;

**NOW, THEREFORE**, Company and Subsidiary hereby agree as follows:

### **ARTICLE I THE MERGER**

Section 1.01. The Merger. The Merger will be upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of the Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "FBCA"). Subsidiary will merge with and into Company upon the Effective Time, as defined in this Agreement. Company will be the surviving corporation in the Merger (the "Surviving Corporation"). Upon the Effective Time, the separate existence of Subsidiary will cease, and all property, rights, privileges, immunities, powers, franchises, licenses and authority of Subsidiary shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of Subsidiary shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation. Upon and after the Effective Time, the Surviving Corporation will carry on its business with the assets of Subsidiary, as well as with the assets of the Surviving Corporation.

Section 1.02. Effective Time. The Merger will be consummated by filing a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with the DGCL and with the Secretary of State of the State of Florida in accordance with the FBCA. Notwithstanding the filing dates of the preceding, the Merger will become effective on January 1, 2018 as shall be set forth in each Certificate of Merger (the "Effective Time").

Section 1.03. Certificate of Incorporation and By-Laws. The Certificate of Incorporation and the By-Laws of Company in effect as of the Effective Time will be the Certificate of Incorporation and By-Laws of the Surviving Corporation and will remain in effect until changed or amended as provided therein or by applicable law. The name of the Surviving Corporation will remain as Vology, Inc.

Section 1.04. Directors and Officers. The directors of Company as of the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. The officers of Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until the earlier of their resignation or removal.

Section 1.05. Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder:

(a) Each then outstanding share of the capital stock of Company shall remain unchanged and continue to remain outstanding as a share of capital stock of Company held by the person who was the holder of such share immediately prior to the Merger; and

(b) All shares of Subsidiary capital stock will no longer be issued and outstanding and will automatically be canceled and retired and will cease to exist, and no consideration shall be issued with respect thereof, and each holder of a certificate representing any such shares of Subsidiary capital stock will cease to have any rights with respect thereto, and all such certificates previously representing shares of Subsidiary capital stock will be cancelled and be null and void and of no further effect.

## **ARTICLE II MISCELLANEOUS**

Section 2.01. Amendment; Waiver. At any time before the Effective Time, Company and Subsidiary may, to the extent permitted by the DGCL and the FBCA, by written agreement amend, modify or supplement any provision of this Agreement.

Section 2.02. Entire Agreement; Assignment. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other parties.

Section 2.03. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida, and the operation of the Merger will be governed by substantive laws of the State of Florida and the State of Delaware as applicable with regard to the corporate matters set forth herein, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

Section 2.04. Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 2.05. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one

and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 2.06. Termination. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of Company.

Section 2.07. Recitals. All recitals set forth above in the Whereas clauses are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the day and year first above written.

**VOLOGY, INC.**

(a Florida corporation)

By:  \_\_\_\_\_

Name: Doug Pray

Title: CFO

**VITAL NETWORK SERVICES, INC.**

(a Delaware corporation)

By:  \_\_\_\_\_

Name: John Medaska

Title: Member

*[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]*