

PD2000005894

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000274806490

FILED STATE
SECRETARY OF CORPORATION
DIVISION OF CORPORATION
15 JUL 24 AM 10:08
RECEIVED
15 JUL 24 PM 1:56

JUL 27 2015

C LEWIS

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

ACCOUNT NO. : I20000000195

REFERENCE : 721817 7383347

AUTHORIZATION :

COST LIMIT : \$70.00

ORDER DATE : July 24, 2015

ORDER TIME : 11:09 AM

ORDER NO. : 721817-010

CUSTOMER NO: 7383347

ARTICLES OF MERGER

LAVAFLOW, INC.

INTO

CITIGROUP FINANCIAL PRODUCTS
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

15 JUL 24 AM 10:08

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
LavaFlow, Inc. <i>PO2000005894</i>	Florida	Corporation

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>
Citigroup Financial Products Inc.	Delaware	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

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.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1209 Orange Street

Wilmington, DE 19801

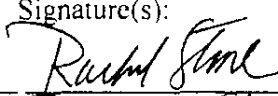
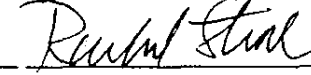
SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

15 JUL 24 AM 10:08

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
LavaFlow, Inc.		Rachel Stine
Citigroup Financial Products Inc.		Rachel Stine

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

15 JUL 24 AM 10:08

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>
LavaFlow, Inc.	Florida	Corporation

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>
Citigroup Financial Products Inc. ("CFPI")	Delaware	Corporation

THIRD: The terms and conditions of the merger are as follows:

Each of the 1000 shares of Common Stock, no par value per share, voting as one class of CFPI, and each of the 1000 shares of Preferred Stock, no par value per share, without voting rights, of CFPI, that is issued and outstanding at the Effective Date and Time shall remain outstanding and shall continue as one share of the same class of the Surviving Corporation, and each certificate evidencing ownership of any such shares shall continue to evidence ownership of the same number of shares of the Surviving Corporation. Each share of stock of CFPI that is held in the Treasury of CFPI at the Effective Date and Time shall remain held in the Treasury of CFPI.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(b) Lava Shares. Each of the 90,000,000 shares of Class A Common Stock, no par value per share, and
each of the 5,000,000 shares of Class B Common Stock, no par value per share, and each of the 5,000,000
shares of Class A Preferred Stock, no par value per share, of Lava (the "Lava Shares") shall be converted
into the right to receive \$0.01 in cash (the "Consideration"). As of the Effective Date and Time, all Lava
shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and each holder
of a certificate representing any Lava Shares shall cease to have any rights with respect thereto, except the
right to receive the Consideration. Each Lava Share that is (i) held in the treasury of Lava shall be cancelled
& retired without any conversion thereof and no payment or distribution shall be made with respect thereto

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Citigroup Financial Products Inc. shall be liable for all the liabilities of LavaFlow Inc. and shall assume
all of the assets of Lava, including but not limited to the following patents:

US Patent No.: US 6,278,982 B1

US Patent No.: US 7,693,775 B2

Canadian Patent No.: 2370789

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)