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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger/CC

JUL 12 2018
TALBRITTON



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 20, 2018

STEVEN H. SNEIDEEMAN, ESQ.
THE SNEIDERMAN LAW FIRM LLC
6001 COCHRAN ROAD - STE. 204
OLON, OH 44139

SUBJECT: GTL SYSTEMS, INC.
Ref. Number: P09000025277

We have received your document for GTL SYSTEMS, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 318A00012806

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BUSINESS LAW

Steven H. Sneiderman, Esq.

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DOMESTIC RELATIONS

Lisa N. Sneiderman, Esq.

216 695 2467 (mobile) 440 772 1016 (direct)

lisa@sneidermanlaw.com sneidermandivorce.com

July 6, 2018

VIA U.S. MAIL

Ms. Irene Albritton, Regulatory Specialist II
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: GTL Systems, Inc. – Articles of Merger (Ref. No. P09000025277).

Dear Ms. Albritton:

We are in receipt of your letter dated June 20, 2018 (Letter Number 318A00012806) with respect to the previously submitted Articles of Merger with respect to the merger of GTL Merger Sub, Inc. with and into GTL Systems, Inc. Enclosed please find another copy of the earlier filing, along with the Agreement and Plan of Merger as requested in your letter. This should complete the filing. An additional copy of the updated and completed filing, along with this cover letter, is enclosed for the previously requested certified copy. Please return the approval certificate to:

Steven H. Sneiderman, Esq.
The Sneiderman Law Firm LLC
6001 Cochran Road, Suite 204
Solon, Ohio 44139
steve@sneidermanlaw.com

A self-addressed, stamped envelope is enclosed for your convenience. If you have any questions concerning the enclosed materials, please contact me at your earliest convenience at 440-772-1074.

Very truly yours,

THE SNEIDERMAN LAW FIRM LLC

By: 

Steven H. Sneiderman, Member

enclosures

cc: Dr. Roger R. Dube (via Email – with enclosures)

ARTICLES OF MERGER
OF
GTL MERGER SUB, INC.
a Florida Corporation

WITH AND INTO

GTL SYSTEMS, INC.
a Florida Corporation

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with the Florida Business Corporation 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>
GTL Systems, Inc. 1800 NW Corporate Blvd Suite 303 Boca Raton, FL 33431	Florida	P09000025277

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

<u>Name and Street Address:</u>	<u>Jurisdiction</u>	<u>Document Number</u>
GTL Merger Sub, Inc. 1800 NW Corporate Blvd. Suite 303 Boca Raton, FL 33431	Florida	P18000048001

THIRD: The Merging Corporation is hereby 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 copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State (the "Effective Time").


FIFTH: In accordance with applicable Florida law, the Agreement and Plan of Merger was approved and adopted by the shareholders of the Surviving Corporation June 15, 2018.

SIXTH: In accordance with applicable Florida law, the Agreement and Plan of Merger was approved and adopted by the shareholders of the Merging Corporation on May 31, 2018.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of June 15, 2018.

SURVIVING CORPORATION:

GTL SYSTEMS, INC.

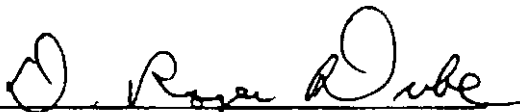
By: 

Name: Dr. Roger Dube

Title: President

MERGING CORPORATION:

GTL MERGER SUB, INC.

By: 

Name: Dr. Roger R. Dube

Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") entered into as of June 5, 2018 by and among, GTL SYSTEMS HOLDINGS, LLC a Delaware limited liability company ("Holdings"), GTL Merger Sub, Inc., a Florida corporation and wholly-owned subsidiary of Holdings (the "Merger Sub") and GTL Systems, Inc., a Florida corporation (the "Corporation").

RECITALS

A. Holdings is a Delaware limited liability company with a principal place of business located at 1800 NW Corporate Blvd., Suite 303, Boca Raton, Florida, 33431.

B. The Merger Sub is a corporation organized under the laws of the State of Florida with its principal place of business located at 1800 NW Corporate Blvd., Suite 303, Boca Raton, Florida, 33431; and

C. The Corporation is a corporation organized under the laws of the State of Florida with its principal place of business located at 1800 NW Corporate Blvd., Suite 303, Boca Raton, Florida, 33431; and

D. There are 29,725.918 shares of issued and outstanding Common Stock, \$0.001 par value per share, of the Corporation (the "Shares"), being owned by shareholders of record as of the date hereof (the "Record Date").

E. The Florida Business Corporation Act ("FBCA"), Title XXXVI, Chapter 607.0101 *et seq.*, permits a merger of a Florida corporation with and into a Florida corporation; and

F. The Merger Sub and the Corporation and their respective shareholders declare it advisable and to the advantage, welfare, and best interests of said constituent entities and their respective shareholders to merge the Merger Sub with and into the Corporation pursuant to the provisions of the FBCA (the "Merger") upon the terms and subject to the conditions hereinafter set forth, whereby each issued and outstanding Share, other than Shares owned by DAT, will be converted into the right to receive the Consideration (as defined below);

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by the Merger Sub and approved by resolutions adopted by its sole shareholder, and being thereunto duly entered into by the Corporation and approved by a resolution adopted by its shareholders, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Plan of Merger.

- a. The Merger Sub and the Corporation shall, pursuant to the provisions of the FBCA, be merged with and into a single entity, to wit, the Corporation, which shall be the surviving entity from and after the Effective Time (as defined below), and which is sometimes hereinafter referred to as the "surviving entity", and which shall continue to exist as said surviving entity under its present name pursuant to the provisions of the FBCA. The separate existence of the Merger Sub, sometimes hereinafter referred to as the "terminating entity", shall cease at the Effective Time.
- b. The Articles of Incorporation of the Corporation as the same shall be in full force and effect at the Effective Time; and said Articles of Incorporation shall continue to be the Articles of Incorporation of said surviving entity until amended and changed pursuant to the provisions of the FBCA.
- c. The By-Laws of the Merger Sub will be the By-Laws of said surviving entity and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the By-Laws.
- d. The Board of Directors in office of the Merger Sub at the Effective Time shall be the Board of Directors of the surviving entity who shall continue as Directors until the election and qualification of their successors or until their tenure is otherwise terminated.
- e. The officers in office of the Merger Sub at the Effective Time shall be the officers of the surviving entity who shall continue as officers until the election and qualification of their successors or until their tenure is otherwise terminated.

2. Merger Consideration. At the Effective Time, by virtue of the Merger and without any action on the part of the holder:

- a. *Conversion of Shares.* Except as otherwise provided by paragraphs (b) and (c) of this Section 2, each Share (other than the Holdings Shares, the Treasury Shares and any Dissenting Shares, each as defined below) issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive, one Class A membership investment (a "Class A Unit") of Holdings (the "Consideration").
- b. *Treasury Shares.* All Shares held by the Corporation in its treasury ("Treasury Shares") shall be canceled and retired at the Effective Time and no consideration shall be issued in exchange therefor.

- c. *Dissenting Shares.* Notwithstanding anything contained in this Agreement or elsewhere to the contrary, any holder of an outstanding Share (each such share, a "Dissenting Share") that demands appraisal rights in full compliance with FBCA Sections 607.1301-607.1333 (the "Appraisal Statutes"), shall thereafter have only such rights (and shall have such obligations) as are provided therein, and the surviving entity shall be required to deliver only such cash payments to which the Dissenting Shares are entitled pursuant to the Appraisal Statutes. If any holder of Dissenting Shares shall forfeit such right to payment of the fair value under the Appraisal Statutes, then each holder's Dissenting Shares shall thereupon be deemed to have been converted as of the Effective Time into the right to receive the Consideration.
- d. *Holdings Shares.* All Shares held by Holdings as of the Record Date shall be retained by Holdings (the "Holdings Shares") and no consideration shall be issued in exchange therefor.
- e. *Convertible Securities.* All securities issued by the Corporation as of the Effective Date convertible into Shares or options to purchase Shares of the Corporation shall be converted into the right to receive an identical number of Class A Units or Class B Units of Holdings, as appropriate.
- f. *Rights as Shareholders.* At the Effective Time, holders of Shares other than Holdings Shares shall cease to be, and shall have no rights as, shareholders of the Corporation, other than (a) to receive the Consideration, or (b) to dissenting shareholders' rights pursuant to the Appraisal Statutes in the case of Dissenting Shares. After the Effective Time, there shall be no transfers on the stock transfer books of the Corporation of any Shares.

3. Exchange and Payment Procedures.

- a. *Exchange Agent.* The Corporation, or any other transfer agent selected by Holdings, will act as the exchange agent (the "Exchange Agent") for purposes of conducting the exchange and payment procedures as described in this Section 3.
- b. *Exchange Procedures.* On the Record Date, Holdings shall instruct the Exchange Agent to mail to each holder of record of an outstanding certificate or certificates which represent Shares ("Old Certificates") (i) a letter of transmittal which shall specify that delivery shall be effected, and risk of loss and title to the shares of Old Certificates shall pass, only upon proper delivery of the Old Certificates and which shall be in customary form as directed by Holdings, and (ii) instructions for its use in effecting the surrender of the Old Certificates in exchange for the Consideration. Upon the proper surrender of the Old Certificates and a properly completed and duly executed letter of transmittal to the Exchange Agent, and such other documents as may reasonably be required by Holdings or the Exchange Agent, the holders of such Old Certificates shall be entitled to receive the Class A Units that such holder

has the right to receive pursuant to Section 2(a). Old Certificates so surrendered shall forthwith be canceled.

- c. *No Liability.* None of Holdings, Corporation or the Exchange Agent shall be liable to any former holder of Shares for any payment of the Consideration delivered to a public official if required by any applicable abandoned property, escheat or similar law.
- d. *Lost Certificates.* If any Old Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Old Certificate to be lost, stolen or destroyed in form and substance acceptable to Holdings and, if required by Holdings or the Exchange Agent, the posting by such person of a bond, in such reasonable amount as Holdings or the Exchange Agent may direct, as indemnity against any claim that may be made against it with respect to such Old Certificate, the Exchange Agent shall pay in exchange for such lost, stolen or destroyed Certificate the Consideration payable in respect of the Shares represented by such Old Certificate.
- e. *Withholding Rights.* Holdings or the Exchange Agent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Shares such amounts as Holdings or the Exchange Agent is required to deduct and withhold with respect to the making of such payment under the Code, or any other provision of domestic or foreign tax law (whether national, federal, state, provincial, local or otherwise). To the extent that amounts are so withheld and paid over to the appropriate taxing authority by Holdings or the Exchange Agent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares.
- f. *Waiver.* The Corporation may from time to time, in the case of one or more persons, waive one or more of the rights provided to it in this Section 3 to withhold certain payments, deliveries and distributions; and no such waiver shall constitute a waiver of its rights thereafter to withhold any such payment, delivery or distribution in the case of any person.

4. Representations And Warranties of Corporation. The Corporation hereby represents and warrants to Holdings as follows:

- a. Organization, Standing and Authority. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is duly qualified to do business and is in good standing in any foreign jurisdictions where its ownership or leasing of property or assets or the conduct of its business requires it to be so qualified.

- b. Capitalization. As of the date hereof, the authorized capital stock of the Corporation consists of Six Billion (6,000,000,000) Shares, of which Twenty-Nine Million Seven Hundred Twenty-Five Thousand and Nine Hundred Eighteen (29,725,918) Shares are issued and outstanding. All of the issued and outstanding Shares of the Corporation have been duly authorized and validly issued and are fully paid, non-assessable and free of preemptive rights.
 - c. Power and Authority. The Corporation has all requisite power, capacity and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by the Corporation of this Agreement and the consummation by the Corporation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Corporation. This Agreement has been duly and validly executed and delivered by the Corporation and constitutes a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought.
5. Representations and Warranties of Holdings. Holdings hereby represents and warrants to the Corporation as follows:
- a. Organization, Standing and Authority. Holdings is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business and is in good standing in any jurisdictions where its ownership or leasing of property or assets or the conduct of its business requires it to be so qualified.
 - b. Power and Authority. Holdings has all requisite power, capacity and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Holdings of this Agreement and the consummation by Holdings of the transactions contemplated hereby have been duly and validly authorized by all necessary organizational action on the part of Holdings. This Agreement has been duly and validly executed and delivered by Holdings and constitutes a valid and binding obligation of Holdings, enforceable against Holdings in accordance with its terms; provided that (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors, and (ii) enforcement may be subject to general principles of equity, and the availability of remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding for such remedies may be brought.

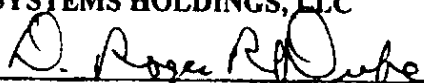
6. Conditions to Closing. The respective obligation of each of Holdings and the Corporation to consummate the Merger is subject to the fulfillment or written waiver by Holdings and the Corporation prior to the Effective Time of each of the following conditions:
- a. Shareholder Approval. This Agreement shall have been duly adopted and approved by the requisite vote of the shareholders of the Corporation.
 - b. No Injunction. No governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, judgment, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and prohibits consummation of the transactions contemplated by this Agreement.
 - c. Representations and Warranties. The representations and warranties of the Corporation and Holdings, respectively, set forth in this Agreement shall not be in breach as of the date of this Agreement and as of the Effective Time as though made on and as of the Effective Time (except that representations and warranties that by their terms speak as of the date of this Agreement or some other date shall not be in breach as of such date), and each party shall have received a certificate, dated the Effective Date, signed on behalf of the other party by an authorized officer of such party to such effect.
 - d. No Material Adverse Effect. From the date of this Agreement, there shall not have occurred any event, circumstance or development that has had or could reasonably be expected to have a material adverse effect on the business and financial condition of either Holdings or the Corporation.
7. Further Assurances. In the event that this Agreement shall have been fully approved and adopted upon behalf of the Merger Sub and Corporation in accordance with the provisions of the FBCA, the said constituent entities agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Florida and elsewhere to effectuate the merger herein provided for. The shareholders and the proper officers of the Merger Sub and of the Corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and 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 Agreement or of the Merger.
8. Effective Time. The effective time of this Agreement of Merger, and the time at which the merger herein agreed upon shall become effective in the State of Florida shall be the time at which the Certificate of Merger is filed with the Secretary of State of the State of Florida ("Effective Time").

9. Termination. Notwithstanding the full approval and adoption of this Agreement, the said Agreement may be terminated at any time prior to the filing thereof with the Secretary of State of the State of Florida by the mutual written consent of Holdings, Merger Sub and the Corporation, if the board of directors or board of managers of governance (as applicable) of each so determines by vote of a majority of the members of its entire board.
10. Entire Agreement. This Agreement, including the Exhibits and Schedules (which are incorporated into this Agreement by this reference and are made a part hereof), embody the entire agreement and understanding among the parties pertaining to the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations, representations and discussions, whether written or oral.
11. Severable Provisions. If any of the provisions of this Agreement may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially enforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, including signatures by facsimile or PDF, but all of which together shall constitute one and the same document.
13. Governing Law. The rights and obligations of the parties hereunder and the interpretation of this Agreement shall be governed by the laws of the State of Florida.

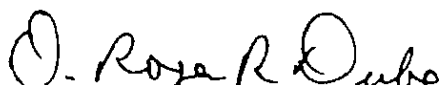
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IN WITNESS WHEREOF, this Agreement is hereby executed upon behalf of each of the constituent entities parties thereto.

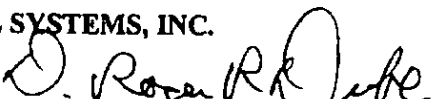
GTL SYSTEMS HOLDINGS, LLC

By: 
Dr. Roger R. Dube, President

GTL MERGER SUB, INC.

By: 
Dr. Roger R. Dube, President

GTL SYSTEMS, INC.

By: 
Dr. Roger R. Dube, President

[SIGNATURE PAGE TO MERGER AGREEMENT]