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Merger
12-29-14
Dc

ACCOUNT NO. : I20000000195
REFERENCE : 435549 7230004
AUTHORIZATION : *Spuddelema*
COST LIMIT : \$60,000

ORDER DATE : December 24, 2014
ORDER TIME : 9:0 AM
ORDER NO. : 435549-005
CUSTOMER NO: 7230004

ARTICLES OF MERGER

PREPAID ACQUISITION, LLC

INTO

INTERACTIVE COMMUNICATIONS
INTERNATIONAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.**

Pursuant to Section
607.1109
of the Florida Business Corporation Act

14 DEC 29 PM 4:44
FILED

THESE ARTICLES OF MERGER (these "Articles") are entered into between INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation (the "Company"), and PREPAID ACQUISITION, LLC, a Texas limited liability company (the "Merging Party").

Under Section 607.1109 of the Florida Business Corporations Act, the Company and Merging Party hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated December 24, 2014 ("Plan of Merger") by and between the Company and the Merging Party, attached as Exhibit A and incorporated herein by reference, has been approved, adopted, certified, executed and acknowledged by the Merging Entity and the Company. The sole director and sole shareholder of the Company, and the sole manager and sole member of the Merging Party duly and respectively approved the Plan of Merger and these Articles of Merger.
2. Under the Plan of Merger, the Company will be the surviving company, and the Merging Party will cease to exist (the "Merger"). The Articles of Incorporation and bylaws of the Company shall be the Articles of Incorporation and bylaws of the surviving corporation.
3. Under the Plan of Merger, the directors and officers of the Company prior to the effective date of the Merger will be the directors and officers of the Merging Party, following the effective date of the Merger, until such time as successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the surviving entity's articles of incorporation, bylaws and applicable law.
4. The effective date of the Merger shall be the date this Articles of Merger are filed with the Department of State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed these Articles of Merger this 24th day of December 2014.

THE COMPANY:

Interactive Communications International,
Inc., a Florida corporation

By: M. Brooks Smith

Name: M. Brooks Smith

Title: President / CEO

MERGING PARTY:

Prepaid Acquisition, LLC, a Texas limited
liability company

By: M. Brooks Smith

M. Brooks Smith, Manager

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into this 24th day of December, 2014, by and between **PREPAID ACQUISITION, LLC**, a Texas limited liability company (the "Merging Entity"), and **INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC.**, a Florida corporation ("ICI").

RECITALS:

WHEREAS, the sole manager and sole member of the Merging Entity and the sole director and sole shareholder of ICI have determined that it is advisable and in the best interests of the Merging Entity and ICI, respectively, that, subject to the terms and conditions of this Agreement, the Merging Entity merge with and into ICI (the "Merger") upon the terms and conditions of this Agreement and in accordance with the provisions of Chapter 607 of the Florida Business Corporation Act (the "FBCA") and the Chapter 10 of the Texas Business Organizations Code ("TBOC");

WHEREAS, the terms and conditions of the Merger, the mode of carrying the same into effect and such other terms and conditions as may be required or permitted to be stated in this Agreement are set forth below; and

WHEREAS, the sole manager and sole member of the Merging Entity and the sole director and sole shareholder of ICI have, respectively, by written consent, duly adopted and approved this Agreement in accordance with the provisions of the FBCA and TBOC, as applicable.

NOW, THEREFORE, in consideration of mutual covenants, agreements and provisions hereinafter contained, Merging Entity and ICI do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

1. Merger. At the Effective Date (as hereinafter defined), the Merging Entity shall be merged with and ICI. ICI shall be the surviving entity (the "Surviving Entity"), and the separate existence of the Merging Entity shall cease. The Merger shall become effective immediately upon the filing of the Articles of Merger with the Department of State of Florida (such date being, the "Effective Date").

2. Governing Documents.

(a) The Articles of Incorporation of ICI, as it may be amended or restated subject to applicable law and as in effect immediately prior to the Effective Date, shall constitute the of Articles of Incorporation of the Surviving Entity without further change or amendment, until thereafter amended in accordance with the provisions thereof and the FBCA.

(b) The bylaws of ICI as in effect immediately prior to the Effective Date shall constitute the bylaws of the Surviving Entity without change or amendment until thereafter amended, in accordance with the provisions thereof and the FBCA.

3. Officers and Directors. The persons who are officers and directors of ICI immediately prior to the Effective Date shall, after the Effective Date, be the officers and directors of the Surviving Entity, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Entity's Articles of Incorporation, bylaws and applicable law.

4. Succession. On the Effective Date, (a) the Surviving Entity shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of the Merging Entity, (b) all property (real, personal and mixed) and all debts due on whatever account and all choses in action, and each and every other interest, of or belonging to or due the Merging Entity shall be vested in the Surviving Entity without further act or deed, and (c) the title to any real estate, or any interest therein, vested in the Merging Entity or the Company shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of the Merging Entity. Any claim existing or action or proceeding pending by or against the Merging Entity may be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted in its place.

5. Procedure at the Closing. At the Closing, the parties agree to take the following steps in the order listed below (provided, however, that upon their completion all of these steps shall be deemed to have occurred simultaneously):

(a) The Merging Entity and Surviving Entity shall duly execute the Articles of Merger and file the Articles of Merger with the Department of State of Florida;

(b) The Merging Entity and Surviving Entity shall duly execute a Certificate of Merger and file such Certificate of Merger with the Secretary of State of Texas;

(c) The Merging Entity shall deliver to the Surviving Entity certified copies of resolutions from its sole manager and sole member authorizing the execution and delivery of this Agreement and the performance of the obligations hereunder and its consummation of the transaction contemplated hereby; and

(d) The Surviving Entity shall deliver to the Merging Entity certified copies of resolutions of the sole director and sole shareholder of ICI authorizing the execution and delivery of this Agreement by ICI and the performance of ICI's obligations hereunder and its consummation of the transaction contemplated hereby.

6. Time and Place of the Closing. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place simultaneously with the execution of this Agreement on the date first above written (the "Closing Date").

7. Cancellation of Membership Interests. On the Effective Date, by virtue of the Merger and without any action on the part of the Merging Entity, unless otherwise expressly required hereby or by applicable law, the Merging Entity's membership interests shall

automatically be cancelled and extinguished and any certificates or other documents representing the Merging Entity's membership interests shall be cancelled.

8. Governing Law. The law of the State of Florida shall govern all issues concerning the construction, validity and interpretation of this Agreement and the exhibits and schedules hereto, without giving effect to any choice of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

9. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Date with respect to any of the terms contained herein.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

11. Further Assurances. From time to time, as and when required or requested by the Merging Entity or Surviving Entity, as applicable, or by its respective successors and assigns, there shall be executed and delivered on behalf of the other entity(ies), or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of the Merging Entity and otherwise to carry out the purposes of this Agreement, and the members and officers of the Merging Entity and Surviving Entity are fully authorized in the name and on behalf of such entity, to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement and Plan of Merger as of the 24th day of December, 2014.

MERGING ENTITY:

Prepaid Acquisition, LLC, a Texas limited liability company

By: M. Brooks Smith
M. Brooks Smith, Manager

ICI:

Interactive Communications International, Inc., a Florida corporation

By: M. Brooks Smith
Name: M. Brooks Smith
Title: President / CEO