

**P12.0000048784**

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

(((H16000081975 3)))



H160000819753ABC4

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850) 617-6380

**\*RE-SUBMIT\***

From:

Account Name : C T CORPORATION SYSTEM  
Account Number : FCA0000000023  
Phone : (850) 205-8822  
Fax Number : (850) 878-5368

**Please retain original filing date of submission 4/1**

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

**MERGER OR SHARE EXCHANGE**

**DreamWare, Inc.**

Certificate of Status	0
Certified Copy	1
Page Count	195
Estimated Charge	\$78.75

16 APR - 1 AM 9:00  
FILED  
TALLAHASSEE, FLORIDA

**Please give to Darlene Connell**

*Merge*

APR 06 2016

**D CONNELL**

Electronic Filing Menu

Corporate Filing Menu

Help



April 5, 2016

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

DREAMWARE, INC.  
6706 N 9TH AVE BLDG D-9  
PENSACOLA, FL 32504

SUBJECT: DREAMWARE, INC.  
REF: P12000048784

**\*RE-SUBMIT\***

Please retain original filing  
date of submission 4/1

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

THIS MERGER IS BETWEEN DREAMWARE, INC. (DELAWARE) AND DREAMWARE, INC. (FLORIDA). THE AGREEMENT AND PLAN OF MERGER, 2ND PARAGRAPH STATES "WHEREAS, TARGET, GGIS.CO, INC., A FLORIDA CORPORATION. ("GGIS") AND ACQUIRER DESIRE.....SAME PARAGRAPH LINE 7, UPON AND OCCURRING SIMULTANEOUSLY WITH, GGIS MERGING WITH AND INTO ACQUIRER ON THE TERMS AND CONDITIONS SET FORTH IN A CERTAIN AGREEMENT AND PLAN OF MERGER BY AND BETWEEN ACQUIRER AND GGIS DATED AS OF THE DATE HEREOF, WHEREBY GGIS WILL MERGE WITH AND INTO ACQUIRER, WITH ACQUIRER SURVIVING THE MERGER. Please replace the corporate name GGIS.CO, INC. with the corporate name DREAMWARE, INC. in this paragraph since this merger is between Dreamware, Inc. and Dreamware, Inc.

Please label the FL ARTICLES OF MERGER WITH THE TITLE "EXHIBIT A" since you are referring to it later as an attached Exhibit "A". The exhibit "B" SHOULD ALSO BE LABELED WITH THE WORDS "EXHIBIT B".

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.

Darlene Connell  
Regulatory Specialist III

FAX Aud. #: H16000081975  
Letter Number: 416A00006888

RECEIVED  
16 APR -5 PM 3:11

P.O BOX 6327 - Tallahassee, Florida 32314

4/1/2016 2:52:04 PM From: To: 8506176380 ( 2/19 )

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** DreamWare, Inc. (Delaware)  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Peter Phelps

Contact Person

DreamWare, Inc. (Delaware)

Firm/Company

24850 Old 41, Suite 23

Address

Bonita Springs, FL 34135-7021

City/State and Zip Code

peter@dreamwareinc.co

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Hilary S. Levin, Esq.

Name of Contact Person

At ( 617 )

570-8326

Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Profit Corporations)

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DreamWare, Inc.	Delaware	5773441

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DreamWare, Inc.	Florida	P12000048784

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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.

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on February 11, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 11, 2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

4/1/2016 2:52:04 PM From: To: 8506176380( 4/19 )

**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

**DreamWare, Inc. (DE)**

~~\_\_\_\_\_~~

**Bryan Harmon- President and CEO**

**DreamWare, Inc. (FL)**

**Bryan Harmon- President and CEO**

\_\_\_\_\_

11. *Journal of Management Studies*, 1997, 34, 1, 1-15

---

---

---

---

---

\_\_\_\_\_

\_\_\_\_\_

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Page 10 of 10

---

## **PLAN OF MERGER**

### **(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
DreamWare, Inc.	Delaware

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
DreamWare, Inc.	Florida

**Third:** The terms and conditions of the merger are as follows:  
See attached Agreement and Plan of Merger.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:  
See attached Agreement and Plan of Merger.

*(Attach additional sheets if necessary)*

---

4/1/2016 2:52:04 PM From: To: 8506176380( 6/19 )

**THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:**

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:  
N/A

**OR**

Restated articles are attached:  
N/A

Other provisions relating to the merger are as follows:  
N/A

**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

\_\_\_\_\_

\_\_\_\_\_

The name and jurisdiction of each **subsidiary** corporation:

Name

Jurisdiction

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

*(Attach additional sheets if necessary)*



4/1/2016 2:52:04 PM From: To: 8506176380( 8/19 )

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

4/1/2016 2:52:04 PM From: To: 8506176380( 9/19 )

**ATTACH AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER  
(DREAMWARE, INC. (FL) INTO DREAMWARE, INC. (DE))**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of April 1, 2016, (the "Closing Date") by and between DreamWare, Inc., a Florida corporation ("Target") and DreamWare, Inc., a Delaware corporation ("Acquirer").

WHEREAS, Target, GGIS.CO, Inc., a Florida corporation. ("GGIS") and Acquirer desire to effect certain business combinations in order to simplify the corporate structure (the "Reorganization"), such that, in connection with the Reorganization, Target and Acquirer wish to effect a business combination through a merger (the "Merger") of Target with and into Acquirer, with Acquirer surviving the merger on the terms and conditions set forth in this Agreement, the Florida Business Corporation Act (the "FBCA") and the General Corporation Law of the State of Delaware (the "DGCL"), and conditioned upon and occurring simultaneously with, GGIS merging with and into Acquirer on the terms and conditions set forth in a certain Agreement and Plan of Merger by and between Acquirer and GGIS dated as of the date hereof, whereby GGIS will merge with and into Acquirer, with Acquirer surviving the merger;

WHEREAS, the board of directors of Acquirer and Target each have unanimously approved the this Agreement, the Merger and the other transactions contemplated by this Agreement and determined that this Agreement, the Merger and the other transactions contemplated by this Agreement are advisable and in the best interest of its shareholders, respectively:

WHEREAS, each of the shareholders of Target and the stockholder of Acquirer have approved and adopted this Agreement and approved the Merger and the transactions contemplated hereby, in each case by the affirmative vote of the requisite number of shares under the FBCA, the DGCL, the articles of incorporation and the bylaws of each of the Acquirer and Target;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. THE MERGER; EFFECT OF THE MERGER ON THE TARGET CAPITAL STOCK.**

1.1 The Merger. Subject to the terms and conditions of this Agreement and in accordance with the FBCA and the DGCL, at the Effective Time (as defined below), Acquirer and Target shall consummate the Merger pursuant to which (a) Target shall be merged with and into Acquirer and the separate corporate existence of Target shall thereupon cease, (b) Acquirer shall be the surviving company in the Merger (the "Surviving Company") and shall continue to be governed by the laws of the State of Delaware, and (c) the separate corporate existence of Acquirer with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger.

1.2 Effective Time; Effect of the Merger. Target and Acquirer shall duly execute (i) the articles of merger substantially in the form attached hereto as Exhibit A (the "FL Articles of Merger") and file such FL Articles of Merger with the Secretary of State of the State of Florida in accordance with the FBCA and (ii) the certificate of merger substantially in the form attached hereto as Exhibit B (the "DE Certificate of Merger") and together with the FL Articles of Merger, the "Articles of Merger") and shall file such DE Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL. The Merger shall become effective at the time set forth in each of the Articles of Merger, accompanied by payment of any applicable filing fee (as provided in the FBCA or DGCL), and both

Articles of Merger have been filed with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware, as applicable (the date and time the Merger becomes effective being the "Effective Time"). At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the FBCA and the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all rights and property of Target shall vest in the Surviving Company, and all debts and liabilities of Target shall become debts and liabilities of the Surviving Company.

1.3 Conversion of Target Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Target or Acquirer, each share of Target Common Stock \$50.00 par value per share ("Target Common Stock") issued and outstanding immediately prior to the Effective Time will be converted automatically into the right to receive one-half of a fully-paid and nonassessable share of the Surviving Corporation DreamWare, Inc. common stock, \$0.0001 par value per share, subject to the terms and conditions of this Agreement. Each issued and outstanding share of Target Common Stock that is held in treasury of the Company shall automatically be cancelled without any conversion and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

1.4 Certificate of Incorporation and Bylaws. The certificate of incorporation of Acquirer, as in effect immediately before the Effective Time, shall from and after the Effective Time be, and continue to be from and after the Effective Time, the certificate of incorporation of the Surviving Company until changed or amended as provided by the DGCL. The bylaws of Acquirer, as in effect immediately before the Effective Time, shall from and after the Effective Time, be, and continue to be from and after the Effective Time, the bylaws of the Surviving Corporation until amended as provided therein in accordance with the DGCL.

1.5 Board Representatives and Officers. At the Effective Time and by virtue of the Merger, (i) the members of the board of directors of the Surviving Company shall be Bryan Harmon and Nicholas Anagnostou and (ii) the officers of Acquirer immediately prior to the Effective Time shall be the officers of the Surviving Company, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Company. At any time, or from time to time, after the Effective Time, the corresponding officers of the Surviving Corporation, may, in the name of the Target, execute and deliver all such proper deeds, assignments, and other instruments and take, or cause to be taken all such forth or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation, title to and possession of all property, rights, privileges, powers, franchises, immunities, and interests of Target, and otherwise to carry out the purpose of this Agreement.

1.6 Effect on Capital Stock of Acquirer. Subject to and upon the effectiveness of the Merger each share of capital stock of Acquirer issued and outstanding immediately prior to the Effective Time, shall, by virtue of the Merger, be cancelled without consideration and cease to exist. The 2015 Stock Option and Grant Plan of the Acquirer shall remain in full force and effect following the Merger.

1.7 Abandonment. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and abandoned by the board of directors of either Acquirer or Target, as the case may be, or the shareholders of either the Target or Acquirer, at any time prior to the Effective Time.

1.8 No Further Rights. From and after the Effective Time, no shares of capital stock of Target shall be deemed to be outstanding, and holders of certificates shall cease to have any rights with respect thereto, except as provided herein or by law.

## SECTION 2. TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES.

2.1 Transfer, Conveyance and Assumption. At the Effective Time, the Surviving Company shall continue in existence as the surviving entity and, by virtue of the Merger, succeed to and possess all of the rights, privileges and powers of Target, and all of the assets and property of whatever kind and character of Target shall vest in the Surviving Company without further act or deed; thereafter, the Surviving Company, as the surviving entity, shall be liable for all of the liabilities and obligations of Target, and any claim or judgment against Target may be enforced against the Surviving Company, as the surviving entity.

2.2 Further Assurances. If at any time the Surviving Company shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Company the title to any property or right of Target, or otherwise to carry out the provisions hereof, the proper representatives of Target as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Company, and otherwise to carry out the provisions hereof.

## SECTION 3. MISCELLANEOUS.

3.1 No Survival. None of the covenants and other agreements in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such covenants and other agreements, shall survive the Effective Time, except for this Section 3 and those covenants and agreements herein that by their terms apply or are to be performed in whole or in part after the Effective Time.

3.2 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to Sections and Articles refer to Sections and Articles of this Agreement unless otherwise stated. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby" and "hereunder," and words of like import, unless the context requires otherwise, refer to this Agreement (including the Schedules hereto). As used in this Agreement, the masculine, feminine and neuter genders shall be deemed to include the others if the context requires.

3.3 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties shall negotiate in good faith to modify this Agreement and to preserve each party's anticipated benefits under this Agreement.

3.4 Amendment. This Agreement may not be amended or modified except by an instrument in writing approved by the parties to this Agreement and signed on behalf of each of the parties hereto.

3.5 Waiver. At any time prior to the Effective Date, any party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other party hereto or (b) waive compliance with any of the agreements of the other party or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit. Any such extension or waiver shall only be effective if made in writing and duly executed by the party giving such extension or waiver.

3.6 Miscellaneous. This Agreement (together with all other documents and instruments referred to herein): (a) constitutes the entire agreement, and supersedes all other prior agreements and undertakings, both written and oral, among the parties, with respect to the subject matter hereof; and (b) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assignable by either party hereto without the prior written consent of the other party hereto.

3.7 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile or email of a PDF, which facsimile or PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

3.8 Third Party Beneficiaries. Each party hereto intends that this Agreement, except as expressly provided herein, shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

3.9 Governing Law. This Agreement is governed by the internal laws of the State of Delaware without regard to such State's principles of conflicts of laws that would defer to the substantive laws of another jurisdiction.

3.10 Jurisdiction; Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must, to the extent such courts will accept such jurisdiction, be brought against any of the parties in the courts of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties consents to the jurisdiction of those courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Nothing in this Section 3.10, however, affects the right of any party to serve legal process in any other manner permitted by law.

3.11 Tax Treatment. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended, and this Agreement is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3. Each party hereto shall cause all tax returns relating to the Merger to be filed on the basis of treating the Merger as a "reorganization" in accordance with the foregoing intent.

[Remainder of page intentionally left blank]

4/1/2016 2:52:04 PM From: To: 8506176380( 14/19 )

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**TARGET:**

**DREAMWARE, INC. (Florida)**

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

Bryan Harmon  
Chief Executive Officer and President

**ACQUIRER:**

**DREAMWARE, INC. (Delaware)**

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

Bryan Harmon  
Chief Executive Officer and President

4/5/2016 3:02:34 PM From: To: 8506176380( 3/5 )

Exhibit A

FL Articles of Merger

(See attached)



## **ARTICLES OF MERGER**

**(Profit Corporations)**

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DreamWare, Inc.	Delaware	5773441

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DreamWare, Inc.	Florida	PI2000048784

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**      /      /      (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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.

**Fifth:** Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the surviving corporation on February 11, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on February 11, 2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

Typed or Printed Name of Individual & Title

**Bryan Harmon- President and CEO**

**Bryan Harmon- President and CEO**

4/1/2016 2:52:04 PM From: To: 8506176380( 16/19 )

Exhibit B

DE Certificate of Merger

(See attached)

**CERTIFICATE OF MERGER**

**MERGING**

**DREAMWARE, INC.,  
A FLORIDA CORPORATION,**

**WITH AND INTO**

**DREAMWARE, INC.,  
A DELAWARE CORPORATION**

\*\*\*\*\*

Pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "**DGCL**"), the undersigned corporation does hereby certify that:

1. The constituent corporations (the "**Constituent Corporations**") are:
  - a. DreamWare, Inc., which is incorporated under the laws of the State of Florida ("**MergerCo**"); and
  - b. DreamWare, Inc., which is incorporated under the laws of the State of Delaware ("**DreamWare**").
2. An Agreement and Plan of Merger, dated as of April 1, 2016, by and between MergerCo and DreamWare (the "**Merger Agreement**"), setting forth the terms and conditions of the merger of MergerCo with and into DreamWare (the "**Merger**"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Sections 252 and 228 of the DGCL.
3. DreamWare is the surviving corporation in the Merger (the "**Surviving Corporation**"), and the name of the Surviving Corporation in the Merger is DreamWare, Inc.
4. The certificate of incorporation of the Surviving Corporation at the effective time of the Merger shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or pursuant to the provisions of the laws of the State of Delaware.
5. The authorized stock and par value of the non-Delaware corporation, MergerCo, is 100,000 shares of common stock, \$50.00 par value.
6. The Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of the State of Delaware.

---

4/1/2016 2:52:04 PM From: To: 8506176380( 18/19 )

7. An executed copy of the Merger Agreement is on file at an office of the Surviving Corporation, the address of which is as follows:

DreamWare, Inc.  
24850 Old 41, Suite 23  
Bonita Springs, FL 34135-7021

8. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of either of the Constituent Corporations.

*(signature page follows)*

4/1/2016 2:52:04 PM From: To: 8506176380( 19/19 )

**IN WITNESS WHEREOF**, DreamWare, Inc. has caused this Certificate of Merger to be executed in its corporate name as of April 1, 2016.

**DREAMWARE, INC.**  
a Delaware Corporation

By: 

Name: Bryan Harmon

Title: CEO and President