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Division of Corporations

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P.001/609

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Florida Department of State
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To:

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

From:

Account Name : VCORP SERVICES, LLC
Account Number : I20080000067
Phone : (845) 425-0077
Fax Number : (845) 818-3588

EFFECTIVE DATE

April 13, 2018

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

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MERGER OR SHARE EXCHANGE

Live Music Tutor Inc.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

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EFFECTIVE DATE
April 13, 2018

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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)
Live Music Tutor Inc.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Live Music Tutor Inc.	Florida	P12000074707

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on April 13, 2018.

Fifth: The Plan of Merger was adopted by the board of directors of the surviving corporation on April 11, 2018 and shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 11, 2018

(Attach additional sheets if necessary)

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P.003/009

Seventh:

SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Living Music Tutor Inc. (a Florida corporation)		Theodore Gee CEO
Living Music Tutor, Inc. (a Delaware corporation)		Theodore Gee CEO

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:

NameJurisdictionLiving Music Tutor Inc.
_____Florida

The name and jurisdiction of each subsidiary corporation:

NameJurisdictionLiving Music Tutor Inc.

_____Delaware

The manner and basis of converting the shares of the parent into shares, obligations, or other securities of the subsidiary 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 set forth on the attached Agreement and Plan of Merger.

(Attach additional sheets if necessary)

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:

See attached Agreement and Plan of Merger

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:

See attached Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 11th 2018 (this "Agreement"), is entered into by and between Live Music Tutor Inc. a Florida corporation ("LMT (FL)"), and Live Music Tutor Inc., a Delaware corporation ("LMT (DE)"). LMT (FL) and LMT (DE) are hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, LMT(FL) is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, LMT(DE) is a corporation duly organized and existing under the laws of the State of Delaware and a wholly-owned subsidiary of LMT(FL);

WHEREAS, the respective Boards of Directors of LMT(FL) and LMT(DE) have determined that it is advisable and in the best interests of such corporations and their stockholders that LMT(FL) merge with and into LMT(DE) upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) 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;

WHEREAS, the shareholders of LMT(FL) have approved this Agreement, by execution of written consents in accordance with Section 607.1107 of the Florida Business Corporation Act;

WHEREAS, LMT(FL), in its capacity as the sole stockholder of LMT(DE) has approved this Agreement, by execution of a written consent in accordance with Section 228 of the Delaware General Corporation Law.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, LMT(FL) and LMT(DE) hereby agree as follows:

1. Merger. LMT(FL) shall be merged with and into its wholly owned subsidiary, LMT(DE), (the "Merger") such that LMT(DE) shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). *Appropriate documents necessary to effectuate the Merger shall be filed with the Secretaries of State of the States of Florida and Delaware and the Merger shall become effective at the time provided by applicable law (the "Effective Time").*
2. Governing Documents. The Certificate of Incorporation of LMT(DE) shall be the Certificate of Incorporation of the Surviving Corporation and the By-Laws of LMT(DE) shall be the By-laws of the Surviving Corporation.
3. Directors. The persons who are directors of LMT(DE) immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without

change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of LMT(FL) immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.
5. Succession. At the Effective Time, the separate corporate existence of LMT(FL) shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of LMT(FL) shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of LMT(FL), its shareholders, Board of Directors and committees thereof, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to LMT(FL). The employees and agents of LMT(FL) shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits that they enjoyed as employees and agents of LMT(FL).
6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of LMT(FL) such deeds 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, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of LMT(FL), and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of LMT(FL) or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.
7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof,
 - a. each share of LMT(FL) common stock, par value \$0.0001 per share ("LMT(FL) Common Stock"), issued and outstanding immediately prior to the Effective Time


- and held by each of Ted Gee and Jason Goughnour shall be changed and converted into one (1) validly issued, fully paid and non-assessable share of LMT(DE) Class B common stock, par value \$0.001 per share ("LMT (DE) Class B Common Stock");
- b. each share of LMT(FL) Common Stock issued and outstanding immediately prior to the Effective Time and held by all other LMT (FL) Common Stock shareholders of LMT (FL) shall be changed and converted into one (1) validly issued, fully paid and non-assessable share of LMT(DE) Class A common stock, par value \$0.001 per share ("LMT (DE) Class A Common Stock");
 - c. each share of LMT(FL) Preferred Stock, par value \$0.0001 per share ("LMT(FL) Preferred Stock"), issued and outstanding immediately prior to the Effective Time shall be changed and converted into one (1) validly issued, fully paid and non-assessable share of LMT(DE) Class B Common Stock; and
 - d. each share of LMT(DE) Common Stock issued and outstanding immediately prior to the Effective Time and held by LMT(FL) shall be cancelled without any consideration being issued or paid therefor.
8. Stock Ledger. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of LMT(DE) Common Stock to which each shareholder of LMT(FL) is entitled pursuant to the terms hereof.
9. Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement prior to the Effective Time.
10. Counterparts. This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
11. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

[Signature Page to Follow]


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IN WITNESS WHEREOF, LMT(FL) and LMT(DE) have caused this Agreement to be executed and delivered as of the date first written above.

**Live Music Tutor Inc., a Florida
corporation**

By: 
Name: Theodore Gee
Title: CEO

**Live Music Tutor Inc., a Delaware
corporation**

By: 
Name: Theodore Gee
Title: CEO