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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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2015 OCT 28 PM 4:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger/CC

OCT 29 2015

I ALBRITTON

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

ACCOUNT NO. : I20000000195

REFERENCE : 847828 4358237

AUTHORIZATION

COST LIMIT : \$ 78.75

ORDER DATE : October 26, 2015

ORDER TIME : 3:50 PM

ORDER NO. : 847828-010

CUSTOMER NO: 4358237

ARTICLES OF MERGER

VIVIFY INVESTMENTS, INC.

INTO

VIVIFY INVESTMENTS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS:

10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: VIVIFY INVESTMENTS, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

ARI EDELMAN

Contact Person

ELLENOFF GROSSMAN & SCHOLE LLP

Firm/Company

1345 AVENUE OF THE AMERICAS FL 11

Address

NEW YORK, NEW YORK 10105

City, State and Zip Code

aedelman@egslp.com

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

For further information concerning this matter, please call:

ARI EDELMAN

Name of Contact Person

at (212) 370-1300

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

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

MAILING ADDRESS:

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

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

FILED
2015 OCT 29 AM 10:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
VIVIFY INVESTMENTS, LLC	DELAWARE	LLC
VIVIFY INVESTMENTS, 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>
VIVIFY INVESTMENTS, LLC	DELAWARE	LLC

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:

175 BRADLEY PLACE


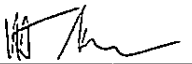
PALM BEACH, FL 33480

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
VIVIFY INVESTMENTS, LLC		Paul Kent Anderson
VIVIFY INVESTMENTS, INC.		Paul Kent Anderson

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

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>
VIVIFY INVESTMENTS, 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>
VIVIFY INVESTMENTS, LLC	DELAWARE	LLC

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

MERGER AGREEMENT ATTACHED

(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:

Upon the effective date of the merger, each share of common stock of Vivify Investments, Inc.

("Parent") held by the shareholders of the Parent that was issued and outstanding immediately

prior thereto shall, by virtue of the Merger and without any action, be converted into one

common unit of Vivify Investments, LLC (the "Subsidiary").

Upon the Effective Date of the merger, each membership interest of the Subsidiary

issued and outstanding immediately prior thereto shall, by virtue of the Merger and

without any action, be canceled, without any consideration being delivered in respect thereof.

(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:

N/A

(Attach additional sheet if necessary)

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

N/A

(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:

175 Bradley Place, Palm Beach, FL 33480

(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:

N/A

(Attach additional sheet if necessary)

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

N/A

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

OF

VIVIFY INVESTMENTS, INC.
(a Florida corporation)

Into

VIVIFY INVESTMENTS, LLC
(a Delaware limited liability company)

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 15, 2015 (this "**Agreement**"), is made by and between Vivify Investments, Inc., a Florida corporation ("**Parent**") and Vivify Investments, LLC, a Delaware limited liability company ("**Subsidiary**"). Parent and Subsidiary are sometimes collectively referred to herein as the "**Constituent Companies**."

RECITALS

WHEREAS, Parent is a corporation organized under the laws of the State of Florida;

WHEREAS, Subsidiary is a limited liability company organized under the laws of the State of Delaware; and

WHEREAS, the Parent has determined that, for the purpose of converting Parent into a limited liability company organized in the State of Delaware, it is advisable and in the best interests of Parent and its shareholders that Parent merge with and into Subsidiary under and pursuant to the provisions of the Florida Business Corporation Act ("**FBCA**") and the Limited Liability Company Act of the State of Delaware (the "**DLLCA**"), as applicable, and upon the terms and conditions herein provided;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Subsidiary and Parent hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

AGREEMENT

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the FBCA and the DLLCA, Parent shall be merged with and into Subsidiary (the "**Merger**"), the separate existence of Parent shall cease and Subsidiary shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and Subsidiary shall be, and is herein sometimes referred to as, the "**Surviving Company**". The name of the Surviving Company shall remain Vivify Investments, LLC.

1.2 Filing and Effectiveness. Subject to applicable law, the Merger shall become effective when the following actions shall have been completed:

(a) This Agreement shall have been adopted by the sole member of Subsidiary pursuant to the DLLCA and the principal terms of this Agreement shall have been approved by the board of directors of the Parent and by a majority of the shareholders of Parent in accordance with the requirements of the FBCA;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) This Agreement, together with the Articles of Merger meeting the requirements of the FBCA (the "**Articles of Merger**") shall have been filed with the Secretary of State of Florida and a certificate of conversion meeting the requirements of the DLLCA (the "**Certificate of Conversion**"), shall have been filed with the Secretary of State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "**Effective Date of the Merger**."

1.3 *Effect of the Merger.* Upon the Effective Date of the Merger, the separate existence of Parent shall cease and Subsidiary, as the Surviving Company, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by Subsidiary's member and Parent's board of directors and shareholders, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Parent in the manner and in accordance with the FBCA, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Subsidiary as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Parent in the same manner as if Subsidiary had itself incurred them, all as more fully provided under the applicable provisions of the FBCA and the DLLCA.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 *Certificate of Formation.* The Certificate of Formation of Subsidiary as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Formation of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.2 *Directors and Officers.* The directors and officers of Subsidiary immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Company until their successors shall have been duly elected and qualified or until as otherwise provided by law or the Certificate of Formation or the limited liability company operating agreement of the Surviving Company.

III. MANNER OF CONVERSION OF STOCK

3.1 *Parent Common Stock.* Upon the Effective Date of the Merger, each share of common stock of Parent held by the shareholders of Parent that was issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Companies, the holder of such share or any other person, be converted into one common unit of the Surviving Company.

3.2 *Subsidiary Membership Interests.* Upon the Effective Date of the Merger, each membership interest of the Subsidiary issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Subsidiary, the holder of such interests or any other person, be canceled, without any consideration being delivered in respect thereof.

IV. GENERAL

4.1 *Covenants of Subsidiary.* Subsidiary covenants and agrees that it will, on or before the Effective Date of the Merger:

- (a) file the Certificate of Conversion with the Secretary of State of Delaware; and
- (b) take such other actions as may be required by the DLLCA.

4.2 *Covenants of Parent.* Parent covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) file the Articles of Merger with the Secretary of State of Florida; and

(b) take such other actions as may be required by the FBCA.

4.3 Further Assurances. From time to time, as and when required by Subsidiary or by its successors or assigns, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by Subsidiary and Parent such further and other actions as shall be appropriate or necessary to vest or perfect in or conform of record or otherwise by Subsidiary the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent and otherwise to carry out the purposes of this Agreement, and the officers and directors of Subsidiary are fully authorized in the name and on behalf of Parent or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.4 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of Parent or the member of Subsidiary, or both, notwithstanding the approval of the principal terms of this Agreement by a majority of the shareholders of Parent or the adoption of this Agreement by the sole member of Subsidiary, or by both.

4.5 Amendment. The member of Subsidiary or the board of directors of Parent may amend this Agreement at any time prior to the Effective Date of the Merger, provided that an amendment made subsequent to applicable member or shareholder approval shall not, unless approved by such member or board of directors as required by law: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the membership interests or shares of common stock of such Constituent Company, as applicable; (b) alter or change any term of the Certificate of Formation of the Surviving Company to be effected by the Merger; or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Company.


4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of the DLLCA.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

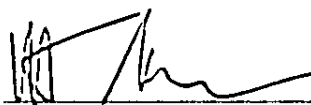
[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the board of directors and a majority of the shareholders of Parent and the sole member of Subsidiary, is hereby executed on behalf of each of such Constituent Companies by their respective officers thereunto duly authorized.

VIVIFY INVESTMENTS, INC.

By: 
Name: Paul Kent Anderson
Title: Chief Executive Officer

VIVIFY INVESTMENTS, LLC

By: 
Name: Paul Kent Anderson
Title: Chief Executive Officer