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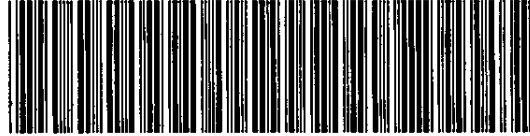
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2016 MAR 23 P 3:33

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MAR 29 2016
T. J. MUELLER

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Tilgent Pay, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Zilya Ruga

Contact Person

Tilgent Pay, Inc.

Firm/Company

13575 58th Street North, Ste. 200

Address

Clearwater, FL, 33760

City, State and Zip Code

zilya.r@ocmg.org

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

For further information concerning this matter, please call:

Zilya Ruga

Name of Contact Person

at (727)

538.4120, ext. 236

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

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2016 MAR 23 P 3:33

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

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>
1. Ocean Capital Management Group	Florida	L15-17406 Limited Liability Company
2. Tilgent Pay	Florida	P14-96806 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>
Tilgent Pay	Florida	Corporation

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:

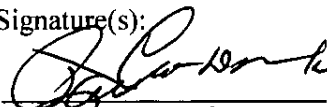
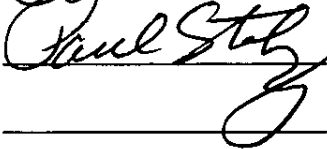
N/A

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:
Ocean Capital Management Group, LLC.		Curt Barnes
Tilgent Pay, Inc.		Paul Stolz

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>
Ocean Capital Management Group	Florida	Limited Liability Company
Tilgent Pay	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>
Tilgent Pay	Florida	Corporation

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

Term and conditions are set in the attached Plan and Agreement of Merger

(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:

The manner and basis of converting members units into corporate shares is set in the attached

Plan and Agreement of Merger

(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:

The manner and basis of converting the rights to acquire the units of Merging Company into

the rights to acquire the shares of the Surviving Corporation is set in the attached Plan and Agreement

of Merger.

(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:

N/A

(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:

All the statements that are required by the Florida law are in the attached Plan and Agreement of Merger.

(Attach additional sheet if necessary)

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

Attached Plan and Agreement of Merger has all the provisions, relating to the merger.

(Attach additional sheet if necessary)

PLAN AND AGREEMENT OF MERGER

This is a Plan and Agreement of Merger (Agreement) between Ocean Capital Management Group, LLC, a Florida limited liability company (the Merging Company) and Tilgent Pay, Inc., a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

1.01. A plan of merger pursuant to the provisions of §607.1108 and §605.1022 of the Florida Statutes is adopted as follows:

(a) The Merging Company shall be merged with and into the Surviving Corporation, which was incorporated under and governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Tilgent Pay, Inc.

(c) When this Agreement shall become effective, the separate existence of the Merging Company shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Company and shall be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent entity shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Company, as well as with its own assets.

(e) The Surviving Corporation has agreed to pay the members of the Merging Company the amount to which such members are entitled under the provisions of §§ 605.1006 and 605.1061-605.1072.

(f) The manner and basis of converting the membership units into the shares of the Surviving Corporation is set forth in Article 3 below.

(g) The Surviving Corporation will assume all the Promissory Notes with Warrants issued by Merging Company and will honor such Promissory Notes with Warrants in the same manner and basis as Merging Company would.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be the date when the Article of Merger is filed with the Florida Department of State pursuant to §607.1109(1)(f) and §605.1025(6) of the Florida Statutes.

ARTICLE 2. INTERIM CONDUCT OF BUSINESS; LIMITATIONS

2.01. Pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its



PLAN AND AGREEMENT OF MERGER

business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

ARTICLE 3. MANNER OF CONVERTING MEMBERSHIP UNITS INTO SHARES

Manner

3.01. The holders of membership units of the Merging Company shall surrender their membership units to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 3.

Basis

3.02. The members of the Merging Company will receive shares of common stock of the Surviving Corporation in direct proportion to the member interest in the Merging Company such that one hundred percent (100%) of the total outstanding members units of the Merging Company is converted to a like number of shares of stock of the Surviving Corporation.

ARTICLE 4. DIRECTORS AND OFFICERS

Directors and Officers of Surviving Corporation

4.01. (a) The present Board of Directors of the Surviving Corporation shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) All persons who as of the Effective Date of the merger are executive officers and employees of the Merging Company shall become as officers and employees of the Surviving Corporation.

ARTICLE 5. ARTICLE OF INCORPORATION AND BY-LAWS

Article of Incorporation of Surviving Corporation

5.01. The Article of Incorporation of the Surviving Corporation, existing on the Effective Date of the merger, shall continue in full force as the Article of Incorporation of the Surviving Corporation.

By-Laws of Surviving Corporation

5.02. The By-Laws of the Surviving Corporation, existing on the Effective Date of the merger, shall continue in full force as the By-Laws of the Surviving Corporation.

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PLAN AND AGREEMENT OF MERGER

ARTICLE 6. TERMINATION

Circumstances

6.01. This Agreement may be terminated and the merger may be abandoned at any time before the Effective Date by mutual consent of the Boards of Directors of the constituent entities.

Notice of and Liability on Termination

6.02. If an election is made to terminate this Agreement and abandon the merger, this Agreement shall terminate and the proposed merger shall be abandoned without liability to any of the parties.

ARTICLE 7. INTERPRETATION AND ENFORCEMENT

Derivative Litigation

7.01. To the extent a member of the Merging Company immediately prior to the merger had standing to institute or maintain derivative litigation, such standing shall not be limited or extinguished as a result of the merger contemplated hereunder, but shall extend and apply to the Surviving Corporation as if it were the Merging Company.

Further Assurances

7.02. The Merging Company agrees that it will execute and deliver or cause to be executed and delivered, as and when requested by the Surviving Corporation or by its successors or assigns, all deeds and other instruments. The Merging Company further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Entire Agreement; Counterparts

7.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with regard to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

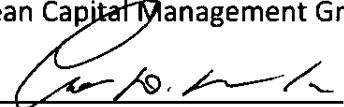
7.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on March 15, 2016.

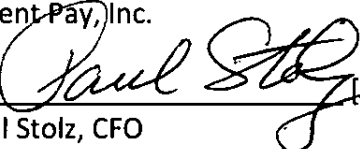
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PLAN AND AGREEMENT OF MERGER

Ocean Capital Management Group, LLC.

By: 
Curt Barnes, CEO

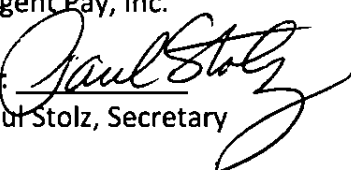
Tilgent Pay, Inc.

By:  [signature]
Paul Stolz, CFO

CERTIFICATION

The undersigned certifies that he is the Secretary of Survivor, Inc. and that this Plan and Agreement of Merger has been adopted pursuant to §607.1103 and §605.1023 of the Florida Statutes and all the conditions has been satisfied.

Tilgent Pay, Inc.

By: 
Paul Stolz, Secretary

