

To: The Florida Dept. of State  
Subject: 000262.97755

From: Ashley Smith

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Division of Corporations

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# 757378

Florida Department of State  
Division of Corporations  
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To: Division of Corporations  
Fax Number : (850)617-6380

From: Account Name : CORPDIRECT AGENTS, INC.  
Account Number : 110450000714  
Phone : (850)222-1173  
Fax Number : (850)224-1640

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TALLAHASSEE, FLORIDA

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## MERGER OR SHARE EXCHANGE

### PSCU FINANCIAL SERVICES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$68.75

C. LEWIS

JAN 06 2009

EXAMINER

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**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

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 or 617.0302, 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>
PSCU Financial Services, Inc.	Florida	757378
Digital Dialogue, LLC	Florida	L06000057975

**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>
PSCU Financial Services, Inc.	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, 608, 617, and/or 620, Florida Statutes.

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**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:

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**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:

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**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.

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**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
PSCU Financial Services, Inc.	<i>David Serlo</i>	David Serlo
Digital Dialogue, LLC	<i>David Serlo</i>	David Serlo

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

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TALLAHASSEE, FLORIDA  
**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into this 31<sup>st</sup> day of December, 2008, by and between **DIGITAL DIALOGUE, LLC**, a Florida limited liability company ("Subsidiary") and **PSCU FINANCIAL SERVICES, INC.**, a Florida corporation ("Parent"). Subsidiary and Parent are sometimes collectively referred to in this Agreement as the "Constituent Entities" and are sometimes referred to individually as a "Constituent Entity".

**WITNESSETH:**

**WHEREAS**, the Board of Managers of Subsidiary and the Board of Directors of Parent deem it advisable and for the general welfare of such entities and their equity holders that Subsidiary merge with and into Parent and that Parent merge Subsidiary with and into itself, pursuant to this Agreement and the applicable laws of the State of Florida; and

**WHEREAS**, all of the equity of Subsidiary is owned by Parent; and

**NOW, THEREFORE**, the Constituent Entities, in consideration of the premises and the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of said merger and the method of carrying the same into effect in this Agreement as follows:

**1. PLAN OF MERGER.**

The Constituent Entities have agreed and do hereby agree each with the other that Subsidiary shall be merged with and into Parent, and that Parent shall merge Subsidiary with and into itself. Parent shall be the surviving business entity in the merger and shall be governed by the laws of the State of Florida, which state shall continue to be its domicile.

**2. EFFECTIVE DATE.**

The merger provided for in this Agreement shall become effective and the Constituent Entities shall be deemed to have merged as of the close of business on December 31, 2008 (the "Effective Date").

**3. MANNER OF CONVERTING INTERESTS.**

Pursuant to the merger, all of the outstanding membership interests of Subsidiary will be cancelled. No new shares of stock in Parent will be issued. Each share of stock of Parent that is outstanding on the Effective Date shall continue and remain unchanged as a share of stock of Parent.

**4. EFFECT OF THE MERGER.**

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TALLAHASSEE, FLORIDA

(a) **Existence of Subsidiary** On the Effective Date, the separate existence of Subsidiary shall cease and it shall be merged with and into Parent. Thereupon, all the property, real, personal, and mixed, and all interest therein, of Subsidiary and all debts due to it, shall be transferred to and invested in Parent without further act or deed and without reversion or impairment. Parent shall thenceforth be responsible and liable for all the liabilities and obligations of Subsidiary.

(b) **Articles of Incorporation**. The Articles of Incorporation of Parent, in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Parent and shall not be changed or amended by the merger.

(c) **Directors and Officers**. Until altered by the shareholders or Board of Directors, as the case may be, of Parent, the duly elected directors and officers of Parent shall continue to serve as the directors and officers of Parent and shall not be changed or otherwise affected by the merger.

5. **CONDITIONS OF MERGER.**

This Agreement shall promptly be submitted to the sole member and Board of Managers of Subsidiary and the Board of Directors of Parent for approval. The affirmative vote of the sole member of Subsidiary and the affirmative vote of the Board of Directors of Parent shall be required for such approval.

6. **GENERAL PROVISIONS.**

(a) **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties and supersedes and cancels any other agreement, representation or communication, whether oral or written, among the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

(b) **Headings**. The headings in the Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Expenses**. Parent shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger.

(d) **Amendment; Termination**. This Agreement may be terminated or amended by the mutual consent of the Board of Managers of Subsidiary and the Board of Directors of Parent, whether before or after approval of this Agreement by the sole member and Board of Managers of Subsidiary or the Board of Directors of Parent.

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(e) **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which as executed shall be deemed to be an original; and such counterparts shall together constitute one and the same instrument.

(f) **Further Assurances.** Subsidiary agrees that from time to time following the Effective Date, as and when requested by Parent, it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as Parent may deem necessary or desirable, in order more fully to vest in and confirm to Parent title to and possession of all of its said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each business entity that is a party hereto has caused its duly authorized officer or manager to execute this Agreement and Plan of Merger.

DIGITAL DIALOGUE, LLC

PSCU FINANCIAL SERVICES, INC.

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

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