

F04000005113

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MAY 3 2012
C. MUSTAIN

NC
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: United Community Mortgage Corporation
Name of Corporation

DOCUMENT NUMBER: F0400005113

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jennifer McCabe
Name of Contact Person

PrimeSource Mortgage, Inc.
Firm/Company

1112 N Main St.
Address

Roswell, NM 88201
City/State and Zip Code

jmccabe@wewalkyouhome.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jennifer McCabe at (575) 624-4170 ex 68
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐

\$35.00 Filing Fee

☒

\$43.75 Filing Fee &
Certificate of Status

☐

\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐

\$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

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

Street Address:

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

(Pursuant to s. 607.1504, F.S.)

SECTION I

(Document number of corporation (if known))

(Name of corporation as it appears on the records of the Department of State)

(Incorporated under laws of)

(Date authorized to do business in Florida)

SECTION II

its jurisdiction of incorporation? April 10th 2012

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Delaware
(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

(Typed or printed name of person signing)

(Title of person signing)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PRIMESOURCE MORTGAGE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF APRIL, A.D. 2012.

5137454 8300

120415898

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9496427

DATE: 04-11-12

AGREEMENT AND PLAN OF MERGER

BETWEEN

**UNITED COMMUNITY MORTGAGE CORPORATION
A NEVADA CORPORATION**

AND

**PRIMESOURCE MORTGAGE, INC.
A DELAWARE CORPORATION**

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 12th day of April, 2012 is made by and between United Community Mortgage Corporation, a New Jersey corporation ("UCMC") and PrimeSource Mortgage, Inc., a Delaware corporation ("PSMI" also known as the "Surviving Entity").

WITNESSETH

WHEREAS, the Board of Directors and shareholders of UCMC have deemed it advisable and in the best interests of the shareholders to change the domicile of UCMC from the State of New Jersey to the State of Delaware and have incorporated PSMI as a wholly owned subsidiary corporation in the State of Delaware for the purpose of merging UCMC into PSMI; and

WHEREAS, the Board of Directors of PSMI deems it advisable and in the best interests of PSMI and its stockholders that UCMC be merged with and into PSMI as permitted by Section 252 of the General Corporation Law of Delaware (the "Delaware Laws") and the applicable laws of New Jersey under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of UCMC deems it advisable and in the best interests of UCMC and its stockholders that UCMC be merged with and into PSMI as permitted by the New Jersey Statutes, 14A (the "New Jersey Laws") and the Delaware Laws under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), UCMC shall have an authorized capitalization consisting of Common Stock, no par value per share (the "UCMC Common Stock"), and Preferred Stock, par value \$1000 per share (the "UCMC Preferred Stock"); and

WHEREAS, immediately prior to the Effective Time (as hereinafter defined), PSMI shall have an authorized capitalization consisting of Common Stock, no par value per share (the "PSMI Common Stock"), and Preferred Stock, par value \$1000 per share (the "PSMI Preferred Stock"); and

WHEREAS, the stockholders and directors of UCMC and the stockholders and directors of PSMI have duly approved this Agreement by written consent.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the Delaware Laws

and the New Jersey Laws, the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

1. Terms and Conditions of Merger. At the Effective time (as hereinafter defined), UCMC shall be merged with and into PSMI pursuant to the provisions of the Delaware Laws (the "Merger"), and PSMI shall be the Surviving Entity.

The date and hour on which the Merger occurs and becomes effective shall be close of business on April 17, 2012, and is hereinafter referred to as the "Effective Time". Prior to the Effective Time, UCMC and PSMI shall file the Certificate of Merger of PSMI with the Secretary of State of Delaware pursuant to Section 252 of Delaware Laws and the Articles of Merger of the Surviving Entity with the Secretary of State of the State of New Jersey pursuant to Section 14A:10-5.1(3) of New Jersey Laws.

2. Name, Charter, Bylaws, Directors and Officers. From and after the Effective Time:

2.1 The name of the Surviving Entity shall be: PrimeSource Mortgage, Inc.

2.2 The current Certificate of Incorporation of PrimeSource Mortgage, Inc. shall be the Certificate of Incorporation of the Surviving Entity.

2.3 The current Bylaws of PrimeSource Mortgage, Inc. shall be the Bylaws of the Surviving Entity.

2.4 The directors and officers of PrimeSource Mortgage, Inc. at the Effective Time shall be unchanged and remain the directors and officers from and after the Effective Time until the expiration of their current terms and until their successors are elected and qualify, or prior resignation, removal or death, subject to the Certificate of Incorporation and Bylaws of the Surviving Entity.

3. Succession. On the Effective Date, PSMI shall succeed UCMC in the manner and as more fully set forth in the Delaware Laws and specifically as follows:

(a) The separate corporate existence of UCMC shall cease, and the Surviving Entity shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of UCMC;

(b) All and singular rights, privileges, powers and franchises of UCMC and all property, real, personal and mixed, and all debts due to UCMC on whatever account, as well as for share and note subscriptions and all other things in action or belonging to UCMC shall be vested in the Surviving Entity;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of UCMC, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware or the State of New Jersey, or of any of the other states of the United States, in UCMC 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 UCMC shall be preserved unimpaired;

(d) All debts, liabilities and duties of UCMC shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of UCMC, its stockholders, Board of Directors and committees thereof, officers and agents which 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 Entity and shall be as effective and binding thereon as the same were with respect to UCMC; and

(f) At the Effective Time of the Merger, each employee benefit plan, incentive compensation plan and other similar plans to which UCMC is then a party shall be assumed by, and continue to be the plan of, the Surviving Entity. To the extent any employee benefit plan, incentive compensation plan or other similar plan of UCMC provides for the issuance or purchase of, or otherwise relates to, UCMC stock, after the Effective Time of the Merger such plan shall be deemed to provide for the issuance or purchase of, or otherwise relate to, Surviving Entity stock.

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

5. **Stock and Stock Certificates.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof;

(a) Each share of UCMC Common Stock outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be converted share for share, into fully-paid and non-assessable shares of the Surviving Entity as of the Effective Time.

(b) As of the Effective Time, all of the outstanding shares of PSMI Common Stock which shares are held by UCMC shall be redeemed by the Surviving Entity for the sum of one dollar (\$1.00) and such redeemed shares shall be cancelled and returned to the status of authorized and unissued shares of the Surviving Entity. None of such redeemed shares shall be retained by the Surviving Entity as treasury shares.

(c) Each share of UCMC Common Stock, if any, held in treasury immediately prior to the Effective Time shall be cancelled and no shares of other securities of the Surviving Entity shall be issued in respect thereof.

(d) All of the options and warrants to acquire, or instruments convertible into, shares of PSMH Common Stock or shares of UCMC Preferred Stock held by any person shall, by virtue of the

Merger and without any action on the part of the holder thereof, be converted, share for share, into options and warrants, or convertible instruments, respectively, of the Surviving Entity.

(e) From and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of UCMC Common Stock or UCMC Preferred Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of PSMI Common Stock or PSMI Preferred Stock into which such shares have been converted as herein provided. The registered owner on the books and records of UCMC of any such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or otherwise accounted for to the Surviving Entity, have and be able to exercise any voting and other rights with respect to and receive any dividend or other distributions upon the PSMI Common Stock evidenced by such outstanding certificates as provided.

6. **Amendment and Termination.** Subject to applicable law, this Agreement may be amended by written agreement of the parties hereto at any time prior to the Effective Time. Subject to applicable law, this Agreement may be terminated by the Board of Directors of PSMI or the Board of Directors of the UCMC at any time prior to the Effective Time.

7. **Miscellaneous.** For the convenience of the parties and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors have caused this Agreement to be executed by the Chief Executive Officer as of the day and year first above written.

SURVIVING COMPANY:

PrimeSource Mortgage, Inc.

By: 
Jeffrey R. Smith, President

UCMC:

United Community Mortgage Corporation

By: 
Jeffrey R. Smith, President