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**MERGER OR SHARE EXCHANGE
CENTURY PAYMENTS, INC**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$85.00

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TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER
OF
NOVERA II, LLC
AND
SYMPPLICITY PAYMENT SOLUTIONS, LLC
WITH AND INTO
CENTURY PAYMENTS, INC.**

(Pursuant to Section 608.4382, Florida Statutes)

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies and other business entities with and into the Surviving Corporation (the "Merger") in accordance with section 608.4382, Florida Statutes.

1. The exact name, jurisdiction and form/entity type of each of the merging parties are as follows:

- (a) Century Payments, Inc., a Delaware corporation ("Century" or **FO9-1703** "Surviving Corporation");
- (b) Novera II, LLC, a Florida limited liability company ("Novera"); and **LO8-67227**
- (c) Symplicity Payment Solutions, LLC, a Florida limited liability company **LO8-60770** ("Symplicity").

2. The exact name, jurisdiction and form/entity type of the surviving party are as follows:

Century Payments, Inc., a Delaware corporation

3. The Agreement and Plan of Merger by and among Century, Novera and Symplicity attached hereto as Exhibit A (the "Agreement") has been approved, adopted, certified, executed and acknowledged 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 and/or 620, Florida Statutes.

4. The Agreement has been approved, adopted, certified, executed and acknowledged 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.

5. The Merger shall be effective at 11:59 p.m. (Eastern Time) on December 31, 2009.

6. The Surviving Corporation's principal office address in its home state, country or jurisdiction is as follows: 2601 Network Blvd., Suite 200, Frisco, Texas 75034.

7. The Surviving Corporation agrees to pay to any members with appraisal rights the amount, to which such members are entitled under sections 608.4351-608.43593, Florida Statutes.

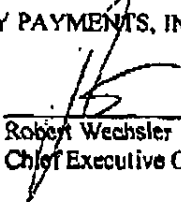
8. The street and mailing address of an office, which the Florida Department of State may use for contacting the Surviving Corporation for the purposes of section 48.181, Florida Statutes, is: The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

9. The Surviving Corporation hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each domestic limited liability company that merged into such entity, including any appraisal rights of its members under sections 608.4351-608.43595, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Certificate of Merger to be signed by a duly authorized officer thereof, as of the 29th day of December, 2009.

CENTURY PAYMENTS, INC.

By: 
Name: Robert Wechsler
Title: Chief Executive Officer

NOVERA II, LLC

By: 
Name: Robert Wechsler
Title: Manager

SYMPPLICITY PAYMENT SOLUTIONS, LLC

By: 
Name: Robert Wechsler
Title: General Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

[See attached]

**AGREEMENT AND PLAN OF MERGER
OF
NOVERA II, LLC
(a Florida limited liability company)
AND
SYMPPLICITY PAYMENT SOLUTIONS, LLC
(a Florida limited liability company)
WITH AND INTO
CENTURY PAYMENTS, INC.
(a Delaware corporation)**

This Agreement and Plan of Merger, dated as of the 29th day of December, 2009 (this "Agreement"), pursuant to Section 264 of the Delaware General Corporation Law (the "DGCL") and Section 608.438 of the Florida Statutes (the "Florida Statutes"), is entered into by and among Century Payments, Inc., a Delaware corporation (the "Corporation"), and the following wholly owned subsidiaries of the Corporation: (i) Novera II, LLC, a Florida limited liability company ("Novera"), and (ii) Symplicity Payment Solutions, LLC, a Florida limited liability company ("Symplicity").

PRELIMINARY STATEMENTS

A. The authorized capital stock of the Corporation consists of 68,905,054 shares of capital stock, consisting of (a) 45,000,000 shares of common stock, par value \$0.001 per share, and (b) 23,905,054 shares of preferred stock, par value \$0.001 per share, all of which have been designated Series A Convertible Preferred Stock.

B. The authorized limited liability company interests of Novera consist of Class A Units, Class B Units and Class C Units (as defined in the Operating Agreement of Novera, dated as of July 23, 2008 and collectively referred to as the "Units"), all of which are owned of record and beneficially by the Corporation.

C. The authorized limited liability company interests of Symplicity consist of Membership Interests (as defined in the Operating Agreement of Novera, dated as of July 31, 2008 and collectively referred to as the "Membership Interests"), all of which are owned of record and beneficially by the Corporation.

D. The Board of Directors of the Corporation, the Board of Managers of Novera and the Manager of Symplicity have each approved this Agreement and declared its advisability.

Accordingly, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto hereby agree, subject to the terms and conditions hereinafter contained, as follows:

THE MERGER

1. **Terms and Conditions of the Merger.** Subject to and in accordance with the terms and conditions of this Agreement and in accordance with the DGCL and the Florida

Statutes, at the Effective Time (as defined in Section 2) each of Novera and Symplicity shall be merged with and into the Corporation (the "**Merger**"). As a result of the Merger, the separate existence of each of Novera and Symplicity shall cease and the Corporation shall continue as the surviving corporation (sometimes referred to herein as the "**Surviving Corporation**"), and all the properties, rights, privileges, powers and franchises of the Corporation, Novera and Symplicity shall vest in the Surviving Corporation, without any transfer or assignment having occurred, and all debts, liabilities and duties of the Corporation, Novera and Symplicity shall attach to the Surviving Corporation, all in accordance with the DGCL and the Florida Statutes.

2. **Mode of Carrying the Merger into Effect.** The parties hereto will cause the Merger to be consummated by (a) filing with the Florida Department of State a certificate of merger as required by, and executed in accordance with, the relevant provisions of the Florida Statutes in substantially the form attached hereto as Exhibit A (the "**Florida Certificate of Merger**"), and (b) filing with the Secretary of State of the State of Delaware a certificate of merger as required by, and executed in accordance with, the relevant provisions of the DGCL in substantially the form attached hereto as Exhibit B (the "**Delaware Certificate of Merger**" and together with the Florida Certificate of Merger, the "**Certificates of Merger**"). The "**Effective Time**" of the Merger shall be the later of the filing of the Certificates of Merger with the Florida Department of State and the Secretary of State of the State of Delaware, or such later time as may be provided for in the Certificates of Merger.

3. **Effects of the Merger.** The Merger shall have the effects set forth in the applicable provisions of the DGCL and the Florida Statutes.

4. **Certificate of Incorporation; Bylaws.** The Second Amended and Restated Certificate of Incorporation and bylaws of the Corporation, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation and bylaws of the Surviving Corporation at and after the Effective Time and thereafter shall continue to be its Certificate of Incorporation and bylaws until amended as provided therein and under the DGCL.

5. **Directors and Officers.** The directors of the Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation at and after the Effective Time, each to hold office in accordance with the Certificate of Incorporation and bylaws of the Surviving Corporation, and the officers of the Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation at and after the Effective Time, in each case until their respective successors are duly elected or appointed and qualified.

6. **Conversion of Interests.** Subject to the terms of this Agreement, at the Effective Time:

(a) Each Unit of Novera 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 canceled and no consideration shall be issued in respect thereof;

(b) Each Membership Interest of Symplicity 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 canceled and no consideration shall be issued in respect thereof;

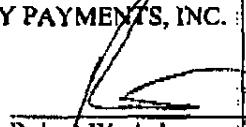
(c) Any and all options, warrants, calls, rights, commitments or agreements to which Novera or Symplicity may be a party or by which either of Novera or Symplicity may be bound which may obligate either Novera or Symplicity to issue, deliver, sell, purchase, redeem or acquire, or cause to be issued, delivered, sold, purchased, redeemed, or acquired, Units or Membership Interests, as applicable, shall, by virtue of the Merger and without any action on the part of Novera, Symplicity or any holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(d) Each share of Preferred Stock and Common Stock in the Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, remain unchanged and continue to remain outstanding as a share of capital stock in the Surviving Corporation,

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.


CENTURY PAYMENTS, INC.

By: 
Name: Robert Wechsler
Title: Chief Executive Officer

NOVERA II, LLC

By: 
Name: Robert Wechsler
Title: Manager

SYMPPLICITY PAYMENT SOLUTIONS, LLC

By: 
Name: Robert Wechsler
Title: General Manager

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