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CORPORATION(S) NAME

PROPRIETARY FINANCIAL PRODUCTS, Inc.

MERGED INTO: HOME ACCOUNT NETWORK, Inc.

☐ Profit
☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

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C. COULLETTE JUN 22 1999

ARTICLES OF MERGER
Merger Sheet

MERGING:

PROPRIETARY FINANCIAL PRODUCTS, INC., a Florida corporation, J34742

INTO

HOME ACCOUNT NETWORK, INC., a Delaware corporation not qualified in
Florida.

File date: June 22, 1999

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
PROPRIETARY FINANCIAL PRODUCTS, INC.
WITH AND INTO
HOME ACCOUNT NETWORK, INC.

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The undersigned corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 and 607.1107 of the Florida 1989 Business Corporation Act for the purpose of merging Proprietary Financial Products, Inc., a Florida corporation, with and into Home Account Network, Inc., a Delaware corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

Name of Corporation

State of Incorporation

Home Account Network, Inc.

Delaware

Proprietary Financial Products, Inc.

Florida

2. The name which the Surviving Corporation is to have after the merger will be "Home Account Network, Inc."

3. This merger is permitted under the laws of the State of Florida and the State of Delaware. Proprietary Financial Products, Inc. and Home Account Network, Inc. have complied with the applicable provisions of the laws of the State of Florida and the State of Delaware.

4. The Agreement and Plan of Merger of Proprietary Financial Products, Inc. and Home Account Network, Inc. (the "Agreement and Plan of Merger") is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

5. The Board of Directors of Home Account Network, Inc., the Surviving Corporation in the merger, approved and adopted the Agreement and Plan of Merger by written consent effective as of June 22, 1999, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of Proprietary Financial Products, Inc. approved and adopted the Agreement and Plan of Merger by written consent effective as of June , 1999, and directed that such document be submitted to a vote of its sole shareholder. The shareholders of Home Account Network, Inc. and Proprietary Financial Products, Inc., respectively, duly approved and adopted the Agreement and Plan of Merger by written consent effective as of June , 1999 in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the Agreement and Plan of Merger were as follows:

Name of Corporation

**Number of Shares
Outstanding**

**Number of Shares
Entitled to Vote**

Home Account Network, Inc.	7,808,813 shares of Common Stock, \$0.001 par value ("HAN Common Stock")	7,808,813
	10,021,111 shares of Convertible Preferred Stock, \$0.001 par value ("HAN Preferred Stock")	10,021,111
Proprietary Financial Products, Inc.	1,309,207 of \$0.10 par value Common Stock ("PFP Common Stock")	1,309,207

There were no shares of Home Account Network, Inc. or Proprietary Financial Products, Inc. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
Home Account Network, Inc.	7,808,813 HAN Common Stock	None
	10,021,111 HAN Preferred Stock	None
Proprietary Financial Products, Inc.	1,309,297 PFP Common Stock	None

8. The Certificate of Incorporation of Home Account Network, Inc. will not be amended in conjunction with the merger.

9. These Articles of Merger, and the Agreement and Plan of Merger incorporated herein by reference, shall be effective upon the filing of these Articles of Merger with the Department of State of the State of Florida pursuant to Sections 607.1105 and 607.1107 of the Florida 1989 Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its authorized officer as of the 22day of June, 1999.

HOME ACCOUNT NETWORK, INC.

By: Charles A. White
Name: Charles White
Title: CEO

INC. PROPRIETARY FINANCIAL PRODUCTS,

By: Charles A. White
Name: Charles White
Title: CEO

**AGREEMENT AND PLAN OF MERGER OF
PROPRIETARY FINANCIAL PRODUCTS, INC.
WITH AND INTO HOME ACCOUNT NETWORK, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 22 day of June, 1999, by and among PROPRIETARY FINANCIAL PRODUCTS, INC. ("PFP"), a corporation organized and existing under the laws of the State of Florida (PFP being hereinafter sometimes referred to as the "Merging Corporation"), HOME ACCOUNT NETWORK, INC. ("HAN"), a corporation organized and existing under the laws of the State of Delaware (HAN being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations," and Vault Holdings, LLC ("Vault"), a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that PFP be merged with and into HAN, with HAN being the Surviving Corporation, under and pursuant to the laws of the State of Florida and the State of Delaware and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 PFP shall be merged with and into HAN in accordance with the laws of the State of Florida and the State of Delaware. The separate corporate existence of PFP shall thereby cease, and HAN shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Home Account Network, Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Certificate of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every

other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Delaware and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The closing of the merger (the "Closing") will take place as promptly as practicable following the date hereof, at the offices of Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, CA, 94304-1050, unless another place or time is agreed to by the parties. The date upon which the Closing actually occurs is herein referred to as the "Closing Date." On the Closing Date, the parties hereto shall cause the merger to be consummated by filing an agreement of merger in the forms required by the Florida 1989 Business Corporation Act and the Delaware General Corporation Law with the Department of State of Florida and the Secretary of State of Delaware, in accordance with the relevant provisions of applicable law (the later to occur of the time of acceptance by the Department of State of Florida and the time of acceptance by the Secretary of State of Delaware of such filing being referred to herein as the "Effective Time").

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Certificate of Incorporation of HAN, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Certificate of Incorporation shall be effected by the merger.

3.2 The Bylaws of HAN, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of HAN immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Delaware and the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 At the Effective Time, each issued and outstanding share of PFP Common Stock ("PFP Common") shall be converted into five point four zero two eight (5.4028) shares of HAN Common Stock ("HAN Common") (the ratio of point one eight five zero nine (0.18509) shares of PFP Common to one (1) share of HAN Common is referred to herein as the "Exchange Ratio"). After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of PFP Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, five point four zero two eight (5.4028) shares of HAN Common for every one (1) share of PFP Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented one share of PFP Common shall be deemed and treated for all corporate purposes to represent the ownership of five point four zero two eight (5.4028) shares of HAN Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of PFP Common. No fractional share of HAN Common shall be issued in the merger. In lieu thereof, each shareholder who would otherwise be entitled to receive a fraction of a share of HAN Common shall receive from HAN an amount of cash (rounded to the nearest whole cent) equal to the fair market value (as determined in good faith by the Board of Directors of HAN) of such fraction of a share at the Effective Time.

ARTICLE V

ASSUMPTION OF STOCK OPTIONS

5.1 At the Effective Time, each outstanding option to purchase shares of PFP Common (each a "PFP Option") whether or not under the PFP 1998 Stock Award Plan, whether vested or unvested, shall be, in connection with the merger, assumed by HAN. Each PFP Option so assumed by HAN under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the PFP 1998 Stock Award Plan and as provided in the respective option agreements immediately prior to the Effective Time, except that (i) such PFP Option shall be exercisable only for that number of whole shares of HAN Common equal to the product of the number of shares of PFP Common that were issuable upon exercise of such PFP Option immediately prior to the Effective Time multiplied by the Exchange Ratio, rounded down to the nearest whole number of shares of HAN Common, and (ii) the per share exercise price for the shares of HAN Common issuable upon exercise of such assumed PFP Option shall be equal to the quotient determined by dividing the exercise price per share of PFP Common at which such PFP Option was exercisable immediately prior to the Effective Time by the Exchange Ratio, rounded up to the nearest whole cent, all in accordance with the rules of Section 424(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, which shall apply even with respect to options that are not "incentive stock options" (within the meaning of Section 424 of the Code) and any further contingent rights to acquire equity securities of the PFP shall continue to be rights to acquire equity securities of PFP or the Surviving Corporation.

5.2 It is the intention of the parties that the PFP Options assumed by HAN qualify following the Effective Time as incentive stock options as defined in Section 422 of the Code to the extent the PFP Options qualified as incentive stock options immediately prior to the Effective Time.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PFP AND VAULT

PFP and Vault jointly and severally represent and warrant to HAN as follows:

6.1 Capitalization. The entire authorized capital stock of PFP consists of 2,000,000 shares of Common Stock, of which 1,309,297 shares of Common Stock are issued and outstanding. All of the issued and outstanding PFP shares have been duly authorized and are validly issued, fully paid, and nonassessable. Except for management options to purchase 98,522 shares of Common Stock, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require PFP to issue, sell, or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to PFP.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF HAN

HAN represents and warrants to PFP and Vault as follows:

7.1 Capitalization. The entire authorized capital stock of HAN consists of 35,000,000 shares of Common Stock and 15,000,000 shares of Preferred Stock, of which 7,808,813 shares of Common Stock and 10,021,111 shares of Preferred Stock are issued and outstanding. All of the issued and outstanding HAN shares have been duly authorized and are validly issued, fully paid, and nonassessable. Except for options to purchase 6,509,839 shares of Common Stock, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require HAN to issue, sell, or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to HAN.

ARTICLE VIII

MISCELLANEOUS

8.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Department of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan of Merger pursuant to the provisions of this Paragraph 8.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan of Merger.

8.2 The Shareholders of PFP and HAN dissenting to the Agreement and Plan shall be entitled, pursuant to Section 262 of the Delaware General Corporation Law and Section 607.1302 of the Florida 1989 Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

8.3 This Agreement and Plan of Merger embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

8.4 All representations and warranties contained in this Agreement and Plan of Merger shall survive until the earlier to occur of (i) the closing of that certain Contribution Agreement dated March 11, 1999 by and among First Data Resources Inc., Home Account Holdings, Inc, and Vault, or (ii) one year from Effective Time.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, and by a duly authorized officer of Vault pursuant to the authorization by the Board of Managers of Vault, all as of the day and year first above written.

HOME ACCOUNT NETWORK, INC.

By: Charles A. White

Name: Charles White

Title: CEO

PROPRIETARY FINANCIAL PRODUCTS, INC.

By: Charles A. White

Name: Charles White

Title: CEO

VAULT HOLDINGS, LLC

By: Charles A. White

Name: Charles White

Title: CEO