

K75644

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

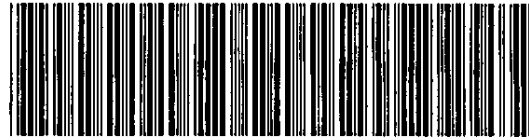
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Office Use Only



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FILED
16 NOV 14 AM 9:00
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NOV 14 2016

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Holland & Knight

Requester's Name
315 South Calhoun Street, suite 600

Address
Tallahassee, FL 32301 (850)425-5686
City/State/Zip Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Ft. Mergesco, Inc.
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

ARTICLES OF MERGER

of

FT MERGERCO, INC.
a Florida corporation

with and into

FINANCIAL-INFORMATION-TECHNOLOGIES, INC.,
a Florida corporation

November 14, 2016

Pursuant to the Section 607.1105 of the Florida Business Corporation Act (the "Act"), Financial-Information-Technologies, Inc., a Florida corporation (the "Surviving Corporation") and FT Mergerco, Inc., a Florida corporation (the "Merging Corporation"), file these Articles of Merger (these "Articles") with the Department of State of the State of Florida (the "Department").

1. Surviving Corporation. The name and jurisdiction of formation of the Surviving Corporation is as follows:

Name	Jurisdiction	Document Number
Financial-Information-Technologies, Inc.	Florida	K75644

2. Merging Corporation. The name and jurisdiction of formation of the Merging Corporation is as follows:

Name	Jurisdiction	Document Number
FT Mergerco, Inc.	Florida	P16000073160

3. Plan of Merger. The Agreement and Plan of Merger is attached.

4. Effective Date. The Merger shall be effective at 12:01 a.m. on November 14, 2016.

5. Surviving Corporation Approval. The Plan of Merger was adopted by the board of directors of the Surviving Corporation on October 11, 2016. The Plan of Merger was adopted by the shareholders of the Surviving Corporation on November 10, 2016.

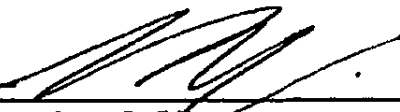
6. Merging Corporation Approval. The Plan of Merger was adopted by the board of directors of the Merging Corporation on October 10, 2016. The Plan of Merger was adopted by New Fintech, Inc., the sole shareholder of the Merging Corporation, on October 10, 2016.

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on the date above written.

MERGING CORPORATION:

FT MERGERCO, INC.

By: 
Name: Scott P. Riley
Title: President

SURVIVING CORPORATION:

FINANCIAL-INFORMATION-TECHNOLOGIES, INC.

By: 
Name: Scott P. Riley
Title: Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of November 14, 2016, by and between Financial-Information-Technologies, Inc., a Florida corporation (the "Surviving Corporation"), FT Mergerco, Inc., a Florida corporation (the "Merging Corporation"), and New Fintech, Inc., a Florida corporation ("New Fintech"). The Surviving Corporation, the Merging Corporation, and New Fintech are referred to collectively in this Agreement as the "Parties."

BACKGROUND

All issued and outstanding shares of the Merging Corporation are owned by New Fintech and all of the issued and outstanding shares of New Fintech are owned by the Surviving Corporation. The Parties desire to effect a merger of the Merging Corporation with and into the Surviving Corporation, with the Surviving Corporation to survive such merger. The Parties are submitting this Agreement in compliance with Section 607.1101 of the Florida Business Corporation Act (the "Business Corporation Act").

Accordingly, for good and valuable consideration, the receipt of which is acknowledged, the parties to this Agreement agree as follows:

TERMS

1. Terms and Conditions of the Merger. At the Effective Time (as defined in this Agreement), the Merging Corporation shall be merged with and into the Surviving Corporation, the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving corporation. For all purposes of this Agreement, from and after the Effective Time, all of the assets, property, rights, privileges, powers and franchises of the Surviving Corporation and the Merging Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Surviving Corporation and the Merging Corporation shall become the debts, liabilities and duties of the Surviving Corporation.

2. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation following the Effective Time until amended in accordance with applicable law.

3. Bylaws. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation following the Effective Time until amended in accordance with applicable law.

4. Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed in accordance with applicable law, the directors of the Surviving Corporation at the Effective Time shall be the directors of the Surviving Corporation, and the officers of the Surviving Corporation at the Effective Time shall be the officers of the Surviving Corporation.

5. Effective Time. For all purposes of this Agreement, the effective time of the merger (the "Effective Time") shall be at 12:01 a.m. November 14, 2016.

6. Capital Stock. At the Effective Time:

(a) each share of common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and non-assessable share of common stock of New Fintech;

(b) each share of common stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and non-assessable share of common stock of the Surviving Corporation;

(c) each stock appreciation right or stock option of the Surviving Corporation issued under any stock incentive plan or other type of incentive compensation plan or arrangement that is outstanding immediately prior to the Effective Time, whether then vested or unvested, shall be converted into a stock appreciation right or option to purchase the same number of shares of New Fintech common stock, on substantially the same terms and conditions (including, without limitation, vesting schedule and per share exercise price) as applied to such stock appreciation right or stock option of the Surviving Corporation; and

(d) all of the shares of common stock of New Fintech owned immediately prior to the Effective Time by the Surviving Corporation shall be cancelled without any payment or cancellation.

7. Certificates. Until thereafter surrendered for transfer or exchange in the ordinary course, each outstanding share certificate that, immediately prior to the Effective Time, represented shares of the Surviving Corporation shall be deemed and treated for all corporate purposes to represent ownership of the number of shares of New Fintech into which such shares were converted pursuant to Section 6 above.

8. Assumption of Registered Stock Plans and Other Agreements. The Surviving Corporation and New Fintech will, at or prior to the Effective Time, execute, acknowledge and deliver an assumption agreement pursuant to which New Fintech will, from and after the Effective Time, assume and agree to perform all outstanding obligations of the Surviving Corporation pursuant to: (a) the Financial-Information-Technologies, Inc. 2009 Stock Incentive Plan, as well as any other of the Surviving Corporation's stock option plans, incentive compensation plans, and other benefit plans pursuant to which the Surviving Corporation's common stock is issuable (collectively, the "Incentive Plans"); (b) each stock appreciation right agreement, stock option agreement, restricted stock agreement and/or similar award agreement entered into pursuant to the Incentive Plans; and (c) any other agreements that management of the Surviving Corporation deems necessary or appropriate to be assumed by New Fintech ("Other Agreements"). At the Effective Time, the Incentive Plans and Other Agreements shall be deemed amended to: (a) reflect the assumption by New Fintech described above and (b) add New Fintech as the party or the referenced company with respect to qualifying participants, to the extent deemed necessary or appropriate. The outstanding stock appreciation rights, options, and other awards assumed by New Fintech shall be exercisable and/or settled upon substantially the same terms and conditions as under the Incentive Plans immediately prior to the Effective

Time, except that, upon the exercise of each such stock appreciate right or option or settlement of such award, shares of New Fintech's common stock shall be issuable in lieu of shares of the Surviving Corporation's common stock issuable with respect thereto immediately prior to the Effective Time.

The Surviving Corporation and New Fintech shall take or cause to be taken all actions necessary, appropriate or convenient for New Fintech to assume and perform the obligations of the Surviving Corporation under the Incentive Plans and Other Agreements, all to the extent deemed appropriate by the Surviving Corporation and New Fintech and permitted under applicable law.

9. Governing Law. This Agreement shall be governed by and construed under the laws of Florida, without application of conflicts of law principles.

10. Further Acts. The Parties agree to do all acts and to execute and deliver all deeds, documents, and instruments as may be necessary, appropriate or convenient to give full force and effect to this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

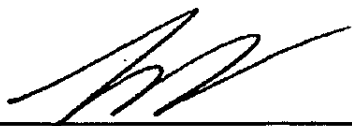
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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date of this Agreement.


FINANCIAL-INFORMATION-TECHNOLOGIES, INC.

By: 
Name: Scott P. Riley
Title: Chief Executive Officer

FT MERGERCO, INC.

By: 
Name: Scott P. Riley
Title: President

NEW FINTECH, INC.

By: 
Name: Scott P. Riley
Title: President