

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

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
CLUBPAY, LLC

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$60.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

11 DEC 30 AM 10:26

FILED

G. MCLEOD

JAN 05 2012

EXAMINER

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
ClubPay, LLC	Florida	LLC

LD8-22154

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>
Jonas Software USA Inc.	Delaware	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.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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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:

December 31, 2011

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:

Division of Corporations, John G. Townsend Bldg.

401 Federal Street - Suite 4

Dover, DE 19901

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 45 Vogell Road, Suite 500

Richmond Hill, Ontario L4B 3P6

Canada

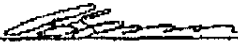
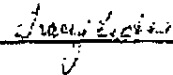
Mailing address: 45 Vogell Road, Suite 500

Richmond Hill, Ontario L4B 3P6

Canada

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ClubPay, LLC		Barry Symons
Jonas Software USA Inc.		Tracey Kates

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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CLUBSYSTEMS GROUP, INC.
(a Florida corporation)

AND

GULF COAST SOFTWARE, INCORPORATED
(a Florida corporation)

AND

COMPUSOURCE CORPORATION
(a California corporation)

AND

CLUBPAY, LLC
(a Florida limited liability company)

AND

JONAS SOFTWARE USA INC.
(a Delaware corporation)

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 28th day of December, 2011, pursuant to Sections 252 and 264(c) of the General Corporation Law of the State of Delaware, between Jonas Software USA Inc., a Delaware corporation, Clubsystems Group, Inc., a Florida corporation, Gulf Coast Software, Incorporated, a Florida corporation, Compusource Corporation, a California corporation and ClubPay, LLC, a Florida limited liability company.

WITNESSETH that:

WHEREAS, all of the constituent entities desire to merge into a single corporation; and

NOW, THEREFORE, the corporations and limited liability companies, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Jonas Software USA Inc., hereby merges into itself Clubsystems Group, Inc., Gulf Coast Software, Incorporated, Compusource Corporation and ClubPay, LLC and said

Clubsystems Group, Inc., Gulf Coast Software, Incorporated, Compusource Corporation and ClubPay, LLC shall be and hereby are merged into Jonas Software USA Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Jonas Software Group Inc., as heretofore amended and is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The authorized capital stock of each foreign corporation and membership interest which is a party to the merger is as follows:

Corporation	Class or Interest	Number of Shares or Percentage	Par value per share
Jonas Software USA Inc.	Common	3,000	\$.0001
Clubsystems Group, Inc.	Common	5,000	\$1.00
Gulf Coast Software, Inc.	Common	10,000	\$1.00
Compusource Corporation	Common	1,000,000	\$.0001
ClubPay, LLC	Membership Interest	100%	N/A

FOURTH: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation and the membership interest of the limited liability company shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporations which shall be outstanding on the effective date of this Agreement will be cancelled without payment of consideration to the holder thereof.

(c) All of the membership interest will be cancelled without payment of consideration to the holder thereof.

FIFTH: The terms and conditions of the merger are as follows:

(a) The by-laws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until

the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on December 31, 2011.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Secretary of each party hereto as the respective act, deed and agreement of said corporations on this 28th day of December, 2011.

Jonas Software USA Inc.

By: Tracy Keates
Name: Tracy Keates
Title: Secretary

Clubsystems Group, Inc.

By: _____
Name: Barry Symons
Title: Secretary

Jonas Software USA Inc.

By: _____

Name: Tracey Keates

Title: Secretary

Clubsystems Group, Inc.

By: _____

Name: Barry Symons

Title: Secretary

Gulf Coast Software, Incorporated

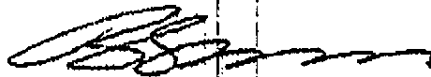


By: _____
Name: Jeff McKee
Title: Chief Financial Officer

Compusource Corporation

By: _____
Name: Tracey Keates
Title: Vice President, Finance

ClubPay, LLC



By: _____
Name: Barry Symons
Title: President

Gulf Coast Software, Incorporated

By: _____

Name: Jeffrey McKee
Title: CFO

Compusource Corporation

By: _____

Tracy Keates
Name: Tracy Keates
Title: Vice President, Finance

ClubPay, LLC

By: _____

Name: Barry Symons
Title: President

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
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Fax Number : (850) 878-5368

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**MERGER OR SHARE EXCHANGE
CLUBPAY, LLC**

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